

## Signed Resolutions – December 15, 2025

- Res. #2025-397 Authorization for the Payment of Vouchers \$828,760.34
- Res. #2025-398 A Resolution Acknowledging the Award of a Twenty-four (24) Month Contract to UGI Energy Services for Natural Gas Supply Service Under the South Jersey Power Cooperative for the Township of Lower
- Res. #2025-399 Authorization for the Payout of Accumulated Compensatory Time (M. Nuscis, \$4,234.93)
- Res. #2025-400 A Resolution Authorizing and Approving a Shared Service Agreement between the Township of Lower and the City of Wildwood for the Provision of Emergency Medical and Fire Services for Schooner Island Marina
- Res. #2025-401 A Resolution Supporting the Annual (2025) Greater Cape May Elks/ Tom Beheler Youth Basketball Tournament
- Res. #2025-402 Approval of Change Order #1 to R.A. Walters & Sons for the Delaware Bay Beach Stormwater Outfall Extension Project (LT-C-059)
- Res. #2025-403 Authorization for 2025 Incentive Award for Insurance Waiver
- Res. #2025-404 Authorization for the Payment of College Credits
- Res. #2025-405 A Resolution Authorizing the Transfer of Firearms No Longer Needed to a Licensed Firearms Dealer for Private Sale
- Res. #2025-406 Authorization for Refund of Taxes
- Res. #2025-407 A Resolution Authorizing the Execution of a Memorandum of Understanding Between the Lower Township Police Department and the New Jersey State Police Concerning the Installation, Operation, Inspection, Maintenance, Replacement and Removal of Automated License Plate Recognition Devices on New Jersey Department of Transportation Properties
- Res. #2025-408 Transfer of 2025 Appropriations
- Res. #2025-409 Issuance of Campground License to Sun Cape Island, LLC Associated with the Cape Island Resort Campground
- Res. #2025-410 Approving a Professional Service Contract with DeBlasio & Associates for the Resurfacing of Various Streets in Diamond Beach for the Survey and Engineering Phase (LT-C-072)
- Res. #2025-411 Awarding a Competitive Contract to TD Bank for Banking Services for the Township of Lower 2026-2027-2028 with (2) Two (1) Year Extension Options
- Res. #2025-412 Authorizing Pay Out of Terminal Leave (K. Lewis, \$72,303.90)
- Res. #2025-413 Authorization for the Payout of Accumulated Sick Time
- Res. #2025-414 A Resolution Authorizing the Execution of a Contract with American Bounce for the Provision of Recreational Amenities at Lower Township New Years Eve Party on December 31, 2025
- Res. #2025-415 Authorizing the Sale of Township of Lower Surplus No Longer Needed for Public Use on GovDeals Online Auction Website
- Res. #2025-416 A Resolution Authorizing the Execution of an Interlocal Services Agreement for Fire Suppression Services with the Borough of Wildwood Crest, the Wildwood Crest Volunteer Fire Company No. 1 and the Erma Volunteer Fire Company, Station 62, Fire District No. 3

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2025-397

Title: AUTHORIZATION FOR THE PAYMENT OF VOUCHERS

TOTAL BILL LIST

\$828,760.34

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD		X	X				
WAREHAM			X				
ROY			X				
COOMBS							X
SIPPEL	X		X				

I, Karen S. Fournier, Deputy Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on December 15, 2025.

  
Karen S. Fournier, Deputy Township Clerk

Ranges		Item Status		Purchase Types		Misc	
Range: First to Last Rcvd Batch Id Range: First to Last		Open: N Void: N Paid: N Held: Y Aprv: N Rcvd: Y		Bid: Y State: Y Other: Y Exempt: Y		P.O. Type: All Include Project Line Yes Items: Format: Condensed Include Non-Budgeted: Y Vendors: All	
Vendor #	Name						
P.O. #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
00007 25-03123	11/21/25	ACME MARKETS, INC.* LUNCHEON DNE \$150	Open	\$143.95	\$0.00		PC1
00153 25-03213	12/04/25	ATLANTIC CITY ELECTRIC* ACE- ST. LIGHTS NOV ENCUMBER	Open	\$43,603.85	\$0.00		
00194 25-02754	10/27/25	ADVANCED VIDEO & SOUND LLC JBL POWERED PA SPEAKERS	Open	\$1,600.00	\$0.00		
00257 25-00638	03/06/25	BAYSHORE LANDSCAPING INC* RES#25-50 DNE \$54500	Open	\$10,900.00	\$0.00		
00419 25-02823	10/31/25	RICHARD M BRASLOW, ESQ FS Legal fees	Open	\$110.00	\$0.00		
00500 25-03201	12/04/25	CAPE MAY COUNTY TREASURER RESCUE GARAGE DOOR REPL 1/2	Open	\$13,750.00	\$0.00		
00611 25-03160	11/26/25	COUNTY OF CAPE MAY (FUEL) NO LEAD GAS/DIESEL/DPW	Open	\$22,395.18	\$0.00		
00739 25-03285	12/09/25	CAPE MAY VETERINARY HOSPITAL Vet Services 11/20 & 12/1/25	Open	\$27.94	\$0.00		
00784 25-03272 25-03273	12/09/25 12/09/25	CAPE MAY STAR & WAVE Legals - 11/13/25 Legals - 11/26/25	Open Open	\$22.00 \$17.00	\$0.00 \$0.00		
Vendor Total:				\$39.00			
01110 25-03295	12/09/25	COLLEEN CRIPPEN VISION	Open	\$425.00	\$0.00		
01171 25-03236 25-03238	12/04/25 12/05/25	VERIZON WIRELESS - TOWNHALL VERIZON PHONE #622310837 NOV NOVEMBER ENCUMBER #723051842	Open Open	\$485.31 \$1,369.08	\$0.00 \$0.00		
Vendor Total:				\$1,854.39			
01200 25-03218	12/04/25	DELTA DENTAL PLAN OF NJ NOV 2025 DENTAL CLAIMS	Open	\$12,603.25	\$0.00		
01201 25-02803 25-02869	10/29/25 11/10/25	DELL MARKETING LP DELL PRO LAPTOP - CHIEF LEWIS DELL PRO LAPTOP - CPT MAJANE	Open Open	\$1,277.99 \$1,218.24	\$0.00 \$0.00		
Vendor Total:				\$2,496.23			
01220 25-02737	10/23/25	DRAEGER, INC 3 DRY GAS .10 CYLINDERS	Open	\$630.00	\$0.00		

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
01220		DRAEGER, INC ~	Account Continued				
01239 25-03264	12/09/25	DIANA L DeNOTE MEDICAL CLAIMS	Open	\$72.00	\$0.00		
01450 25-03187	12/04/25	ERMA DELI WARMING CENTER FOOD 11/30/25	Open	\$67.37	\$0.00		PC1
01653 25-02157	08/12/25	GENTILINI FORD ~ PARTS FOR VEHICLES/DPW	Open	\$3,435.52	\$0.00		
25-02570	09/29/25	PARTS FOR VEHICLES/DPW	Open	\$1,564.93	\$0.00		
		Vendor Total:		\$5,000.45			
01657 25-02758	10/27/25	GOPHER SPORT ~ SOCCER NETS AND GOALS	Open	\$1,382.17	\$0.00		
01726 25-03104	11/21/25	GLOCK PROFESSIONAL INC* ARMORER'S COURSE - KYLE BOYLE	Open	\$300.00	\$0.00		
01741 25-03288	12/09/25	GENTILINI CHEVROLET, LLC ~ PARTS/DPW	Open	\$454.49	\$0.00		
01749 25-02232	08/21/25	R.A. WALTERS & SONS INC* RES 2025-285 (LTC-059) OUTFALL	Open	\$270,480.00	\$0.00		B
01806 25-03221	12/04/25	ANTHONY J HARVATT, II, ESQ ZBA SOL. SALARY & RES VOUCHERS	Open	\$1,434.00	\$0.00		
01873 25-01555	06/11/25	HOME DEPOT* SUPPLIES/BLDG/DPW	Open	\$157.13	\$0.00		
02025 25-03200	12/04/25	HUNTER JERSEY PETERBILT~ PARTS FOR TRUCK 8	Open	\$2,380.00	\$0.00		
25-03290	12/09/25	PUMP/DPW	Open	\$1,563.23	\$0.00		
		Vendor Total:		\$3,943.23			
02108 25-01967	07/17/25	KEEN COMPRESSED GAS CO* BOTTLED GAS/DPW	Open	\$915.43	\$0.00		
02175 25-03293	12/09/25	BRUCE KLAUSING MEDICAL CLAIMS	Open	\$2,220.00	\$0.00		
02189 25-03041	11/14/25	KNOX ASSOCIATES, INC* KNOX BOX KEY SECURE 6 PD S-1	Open	\$1,449.00	\$0.00		
02262 25-03193	12/04/25	FBI/LEEDA* FBI-LEEDA ELI TRAINING 1/12/26	Open	\$795.00	\$0.00		
02351 25-02629	10/06/25	LOWER CAPE MAY REGIONAL FOOTBALL SHARED SERVICE AGREEMENT	Open	\$3,000.00	\$0.00		
02402		MGL PRINTING SOLUTIONS ~					

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
02402		MGL PRINTING SOLUTIONS ~	Account Continued				
25-02814	10/31/25	FS envelopes & cards	Open	\$708.00	\$0.00		
25-03215	12/04/25	2025 W-2 & 1099 FORMS	Open	\$561.50	\$0.00		
		<b>Vendor Total:</b>		<b>\$1,269.50</b>			
02585		WILLIAM MASTRIANA					
25-03294	12/09/25	IN LIEU OF INSURANCE	Open	\$2,500.00	\$0.00		
03021		NJ MOTOR VEHICLE COMMISSION					
25-03024	11/14/25	2026 ANNUAL FEE/DPW	Open	\$150.00	\$0.00		
25-03197	12/04/25	CONSTRUCTION TITLE/REG JEEP	Open	\$60.00	\$0.00		PC1
		<b>Vendor Total:</b>		<b>\$210.00</b>			
03518		RIGGINS, INC.*					
25-03166	11/26/25	OFF HIGHWAY DIESEL/DPW	Open	\$2,056.98	\$0.00		
25-03198	12/04/25	DIESEL/DPW	Open	\$464.18	\$0.00		
25-03260	12/09/25	OFF HIGHWAY DIESEL/DPW	Open	\$176.92	\$0.00		
		<b>Vendor Total:</b>		<b>\$2,698.08</b>			
03537		RUTGERS, THE STATE UNIVERSITY*					
25-03195	12/04/25	02/19-03/17/26 Fleck, Mini MPA	Open	\$2,250.00	\$0.00		
03611		SERVICE TIRE TRUCK CENTERS ~					
25-03291	12/09/25	TIRES/DPW	Open	\$977.62	\$0.00		
03775		LISAA. SCHUBERT					
25-03253	12/08/25	RETIRED HEALTH/RX INS	Open	\$95.60	\$0.00		
03834		CAPE MAY COUNTY TREASURER/HAVE					
25-03307	12/11/25	2025 PILOT MONIES DUE COUNTY	Open	\$1,254.29	\$0.00		
03904		LOWE'S HOME CENTER INC*					
25-03189	12/04/25	LED LIGHTS & ELECTRIC TAPE	Open	\$196.43	\$0.00		
25-03289	12/09/25	SUPPLIES/DPW	Open	\$734.96	\$0.00		
		<b>Vendor Total:</b>		<b>\$931.39</b>			
03971		VERIZON WIRELESS MDT POLICE					
25-03220	12/04/25	VERIZON MDTs 10/21-11/20/2025	Open	\$1,238.29	\$0.00		
03985		VILLAS NAPA AUTO PARTS ~					
25-02568	09/29/25	RDS/SANT/RECY/DEC/DPW	Open	\$5,226.21	\$0.00		
03992		VAL-U AUTO PARTS LLC ~					
25-01850	07/08/25	RDS/SANT/RECY/DPW/SEPT	Open	\$644.96	\$0.00		
04085		CHRISTOPHER WINTER					
25-03263	12/09/25	CONTRACT MEDICAL REIMBURSEMENT	Open	\$51.25	\$0.00		
25-03292	12/09/25	MEDICAL REIMBURSEMENT	Open	\$171.25	\$0.00		
		<b>Vendor Total:</b>		<b>\$222.50</b>			
04089		WIZARD'S FESTIVAL OF FUN, INC*					
25-02793	10/29/25	RES#25-109 FERRY MERRY CHRISTMAS	Open	\$7,450.00	\$0.00		

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
04089		WIZARD'S FESTIVAL OF FUN, INC*	<i>Account Continued</i>				
25-03184	12/04/25	FERRY MERRY-STILTWALKER	Open	\$800.00	\$0.00		
		<b>Vendor Total:</b>		<b>\$8,250.00</b>			
04097		CINTAS FIRST AID AND SAFETY*					
25-03156	11/26/25	PD SAFETY CABINET STOCK 11/25	Open	\$50.67	\$0.00		
25-03208	12/04/25	TOWNHALL RESTOCK 12/2/25	Open	\$19.11	\$0.00		
		<b>Vendor Total:</b>		<b>\$69.78</b>			
04266		NJ DEPT OF HEALTH&SENIOR SVCS					
25-03280	12/09/25	Dog Lic - Nov. 2025	Open	\$9.00	\$0.00		
04301		SEASHORE ASPHALT CORPORATION*					
25-01217	05/13/25	ASPHALT FOR ROADWAYS	Open	\$136.95	\$0.00		B
05064		CAPE ISLAND GRAPHICS					
25-03042	11/14/25	BANNERS FOR PICKLE BALL COURTS	Open	\$285.00	\$0.00		
05083		ALLEGRA MARKETING,PRINT & MAIL					
25-03274	12/09/25	Holiday Newsletter 2025	Open	\$380.00	\$0.00		
5053		ANTHONY GRETO					
24-00245	01/22/24	2024 EQUIPMENT ALLOWANCE	Open	\$102.85	\$0.00		B
25-00289	01/27/25	2025 EQUIPMENT ALLOWANCE	Open	\$17.14	\$0.00		B
		<b>Vendor Total:</b>		<b>\$119.99</b>			
5054		KEVIN BOYLE JR					
24-00232	01/22/24	2024 EQUIPMENT ALLOWANCE	Open	\$150.00	\$0.00		
25-00276	01/27/25	2025 EQUIPMENT ALLOWANCE	Open	\$79.99	\$0.00		B
		<b>Vendor Total:</b>		<b>\$229.99</b>			
6059		USABLE LIFE					
25-03191	12/04/25	DEC 2025 LIFE INS	Open	\$1,842.75	\$0.00		
6079		KAITLIN BOYLE					
24-00229	01/22/24	2024 EQUIPMENT ALLOWANCE	Open	\$150.00	\$0.00		
25-00273	01/27/25	2025 EQUIPMENT ALLOWANCE	Open	\$8.98	\$0.00		B
		<b>Vendor Total:</b>		<b>\$158.98</b>			
7098		SHORE VETERINARIAN ANIMAL					
25-00026	01/03/25	RES#2025-48 DNE \$64K ANIMAL	Open	\$5,333.00	\$0.00		B
25-03282	12/09/25	AC CALLOUTS OCT 2025	Open	\$525.00	\$0.00		
25-03283	12/09/25	AC CALLOUTS NOVEMBER 2025	Open	\$675.00	\$0.00		
		<b>Vendor Total:</b>		<b>\$6,533.00</b>			
7115		CALIBRE PRESS					
25-02868	11/10/25	STREET SURVIVAL SEMINAR 2/2026	Open	\$1,196.00	\$0.00		
7232		ROBERT SALASIN					
25-03279	12/09/25	Release of DEMO BOND	Open	\$2,500.00	\$0.00		
7303		BILL FISHMAN					

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
7303		BILL FISHMAN	<i>Account Continued</i>				
25-03186	12/04/25	FALL SOCCER OFFICIAL	Open	\$210.00	\$0.00		
7354		FLEETPRIDE INC.*					
25-03287	12/09/25	LUBE FILL CAP/DPW	Open	\$106.50	\$0.00		
7535		KYLE BOYLE					
24-00231	01/22/24	2024 EQUIPMENT ALLOWANCE	Open	\$83.83	\$0.00		B
25-00275	01/27/25	2025 EQUIPMENT ALLOWANCE	Open	\$56.15	\$0.00		B
		<b>Vendor Total:</b>		<b>\$139.98</b>			
7618		MEGONIGAL ELECTRIC LLC					
25-03185	12/04/25	EXTERIOR LIGHT FIXTURES - REC.	Open	\$2,265.00	\$0.00		
7747		KENNETH WALKER					
24-00268	01/22/24	2024 EQUIPMENT ALLOWANCE	Open	\$36.71	\$0.00		B
25-00311	01/27/25	2025 EQUIPMENT ALLOWANCE	Open	\$150.00	\$0.00		
		<b>Vendor Total:</b>		<b>\$186.71</b>			
7751		HOFFMAN'S EXTERMINATING					
25-00938	04/10/25	PEST CONTROL/CANAL PARK-YEARLY	Open	\$132.60	\$0.00		
25-00939	04/10/25	PEST AGREEMENT-FREEMAN DOUGL	Open	\$78.75	\$0.00		
		<b>Vendor Total:</b>		<b>\$211.35</b>			
7820		DEBLASIO & ASSOCIATES, P.C					
23-02342	09/14/23	RES23-306 GIS MAP DNE 57K	Open	\$290.00	\$0.00		B
24-02248	08/19/24	RES#24-261 CO#2 ROTARY LIGHTIN	Open	\$460.00	\$0.00		B
24-02404	09/06/24	RES 2024-288 C/O 2 DPW BUILDNG	Open	\$36,870.83	\$0.00		B
25-00778	03/24/25	RES #25-136 POOL BUILDING 90K	Open	\$3,229.50	\$0.00		
25-01199	05/12/25	RES 2025-178 LTC067 CLEM SEWER	Open	\$282.50	\$0.00		B
25-01257	05/19/25	RES#25-155 PICKLE BALL COURTS	Open	\$1,500.00	\$0.00		B
25-01805	07/01/25	RES 2025-236 LTC-061 BEACH AVE	Open	\$120.00	\$0.00		B
25-02016	07/25/25	RES2025-260 LTC062 CARDINAL	Open	\$2,911.25	\$0.00		B
25-02233	08/21/25	RES #2025-290 (LTC-059) CHG 1	Open	\$2,058.75	\$0.00		
25-02465	09/18/25	RES 25-317 070 DEL DNE 24500	Open	\$7,217.50	\$0.00		
25-02648	10/08/25	RES 2025-338 LTC 047 RIDGEWOOD	Open	\$921.25	\$0.00		B
25-03083	11/21/25	RES 2025-381 LTC074 LINCOLN BV	Open	\$3,311.25	\$0.00		B
25-03095	11/21/25	RES 25-384 CO #1 LTC067 CLEM	Open	\$437.50	\$0.00		B
25-03222	12/04/25	ZBA ENGINEER VOUCHERS	Open	\$675.01	\$0.00		
		<b>Vendor Total:</b>		<b>\$60,285.34</b>			
7833		AARONS MOBILE DETAILING LLC					
25-03062	11/21/25	POLICE VEHICLES DETAILING	Open	\$600.00	\$0.00		
7921		WILLIAM PORCH					
24-00259	01/22/24	2024 EQUIPMENT ALLOWANCE	Open	\$69.25	\$0.00		
25-00302	01/27/25	2025 EQUIPMENT ALLOWANCE	Open	\$15.70	\$0.00		B
		<b>Vendor Total:</b>		<b>\$84.95</b>			
7923		THOMAS SHOUGH					
24-00265	01/22/24	2024 EQUIPMENT ALLOWANCE	Open	\$150.00	\$0.00		

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
7923		THOMAS SHOUGH	<i>Account Continued</i>				
25-00309	01/27/25	2025 EQUIPMENT ALLOWANCE	Open	\$9.74	\$0.00		B
		<b>Vendor Total:</b>		<b>\$159.74</b>			
7929		AMAZON CAPITAL SERVICES, INC ~					
25-02129	08/05/25	COLEMAN COOLERS FOR EVENTS	Open	\$46.74	\$0.00		
25-02734	10/23/25	PICKLEBALL NETS & END CAPS	Open	\$1,110.60	\$0.00		
25-03038	11/14/25	FS 2026 supplies	Open	\$515.60	\$0.00		
25-03058	11/18/25	FS ink	Open	\$525.00	\$0.00		
25-03061	11/18/25	HEAT/AC MINI SPLIT- RESCUE	Open	\$1,387.49	\$0.00		
25-03074	11/21/25	BASKETBALL JERSEYS	Open	\$145.20	\$0.00		
25-03075	11/21/25	COUNTY BELT & PULL STARTER	Open	\$29.87	\$0.00		
25-03098	11/21/25	AUTISM SEATBELT COVERS	Open	\$127.50	\$0.00		
25-03117	11/21/25	UPS BATTERY BACKUPS FOR DETS	Open	\$301.98	\$0.00		
25-03146	11/25/25	PD OFFICE SUPPLIES/CALENDARS	Open	\$656.21	\$0.00		
25-03154	11/26/25	BATTERIES & DISC DRIVES	Open	\$81.59	\$0.00		
25-03161	11/26/25	Candy Canes for Parade	Open	\$541.20	\$0.00		
25-03165	11/26/25	COURT OFFICE SUPPLIES	Open	\$47.38	\$0.00		
25-03227	12/04/25	COPIER TONER	Open	\$42.99	\$0.00		
		<b>Vendor Total:</b>		<b>\$5,559.35</b>			
8175		INTEGRITY INTERPRETING LLC					
25-03099	11/21/25	COURT INTERPRETING 10/2025	Open	\$285.25	\$0.00		
8197		GREAT AMERICAN FINANCIAL SERV					
25-00655	03/07/25	2 NEW POSTAGE MACH 4/25-12/25	Open	\$650.00	\$0.00		
8211		CONFIRE FIRE PROT SERV LLC*					
25-03059	11/18/25	ANSUL SYSTEM INSPECTION	Open	\$255.50	\$0.00		
8465		NATIONAL AUTO FLEET GROUP *					
25-02017	07/25/25	RES 2025-262 (3) F350 (1)F450	Open	\$56,472.26	\$0.00		B
8494		ANTHONY PRATS JR					
24-00260	01/22/24	2024 EQUIPMENT ALLOWANCE	Open	\$146.26	\$0.00		B
8672		LOGMEIN INC.					
25-01168	05/08/25	GO TO MEETING 4/1-12/31/25	Open	\$19.00	\$0.00		PC1
8707		PAUL J BALDINI P.A.					
25-00855	04/01/25	Special Tax Council 2025	Open	\$760.00	\$0.00		B
8721		BLANEY, DONOHUE, & WEINBERG PC					
25-00022	01/03/25	RES#2025-03 LABOR DNE \$40K	Open	\$1,947.00	\$0.00		B
8824		MUNICIPAL EQUIPMENT LLC					
25-02141	08/08/25	VEHICLE UPFITTING- STATE CONTR	Open	\$44,183.78	\$0.00		
8833		BAYSHORE LAUNDRY & LINEN LLC					
25-03064	11/21/25	WASHING OF B-BALL UNIFORMS	Open	\$148.00	\$0.00		
8848		COMFORT NOW LLC					



Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
8848		COMFORT NOW LLC	<i>Account Continued</i>				
25-03157	11/26/25	BAD CONTROL DISPLAY/RECREATION	Open	\$132.00	\$0.00		
8908		COMCAST BUISNESS PHONES					
25-03183	12/04/25	DEC. ENCUMBER #905366178	Open	\$1,490.39	\$0.00		
8950		CHRISTOPHER V MADDEN					
25-03278	12/09/25	RELEASE OF MAINTENANCE BOND	Open	\$2,961.75	\$0.00		
9026		STARR SEPTIC LLC					
25-03217	12/04/25	LUXURY BATHROOMS/DPW	Open	\$948.00	\$0.00		
9064		INSIGHT PUBLIC SECTOR INC					
25-01491	06/06/25	RES 25-218 OPENGOV E-PROCURE	Open	\$112,395.43	\$0.00		
9112		THOMAS GIRARD					
24-00244	01/22/24	2024 EQUIPMENT ALLOWANCE	Open	\$150.00	\$0.00		B
25-00288	01/27/25	2025 EQUIPMENT ALLOWANCE	Open	\$150.00	\$0.00		B
		<b>Vendor Total:</b>		<b>\$300.00</b>			
9134		ASCENDANCE TRUCK EASTERN PA					
25-03255	12/09/25	PARTS/DPW	Open	\$2,052.31	\$0.00		
25-03271	12/09/25	PARTS FOR VEHICLES/DPW	Open	\$725.07	\$0.00		
		<b>Vendor Total:</b>		<b>\$2,777.38</b>			
9169		EB EMPLOYEE SOLUTIONS LLC					
25-03276	12/09/25	DEC 2025 DIFF CARD ADMIN	Open	\$3,753.75	\$0.00		
9296		ALTEK BUSINESS SYSTEMS INC					
25-03250	12/05/25	DECEMBER ENCUMB COPIER PD	Open	\$277.50	\$0.00		
9308		10-75 EMERGENCY VEHICLES					
25-03116	11/21/25	4 MONITORS/TVS FOR COMMAND VAN	Open	\$1,082.07	\$0.00		
9316		THE BELASCO LAW FIRM LLC					
25-00021	01/03/25	RES#2025-01 DNE\$150K EXPENSES	Open	\$12,108.79	\$0.00		
9317		VERIZON CONNECT FLEET USA LLC					
25-03194	12/04/25	OCT NOV GPS SERVICES	Open	\$682.20	\$0.00		
9327		MARTIN APPRAISAL ASSOCIATES					
25-00065	01/09/25	RES#24-408 Commer Appraisal	Open	\$600.00	\$0.00		B
9445		TWIN ROCKS WATER					
25-03155	11/26/25	PD WATER DELIVERY 11-18-2025	Open	\$259.80	\$0.00		
25-03209	12/04/25	DEC ENCUMBER TWN HALL	Open	\$49.94	\$0.00		
25-03268	12/09/25	PD WATER DELIVERY 12/3/2025	Open	\$199.80	\$0.00		
		<b>Vendor Total:</b>		<b>\$509.54</b>			
9453		CAPITAL ONE TRADE CREDIT					
25-02463	09/18/25	RDS/SIGNS/OCT.DPW	Open	\$193.35	\$0.00		

Vendor # P.O. #	PO Date	Name Description	Status	Amount	Void Amount	Contract	PO Type
9466 25-03206	12/04/25	MAJESTIC OIL COMPANY INC NO LEAD FUEL/DPW	Open	\$788.76	\$0.00		
9468 25-02791	10/29/25	THINK PAVERS HARDSCAPING, LLC RES#25-248 THINK PAVERS LLC	Open	\$50,207.45	\$0.00		B
9487 25-03190	12/04/25	PICTURE PERFECT TRANSPORT PHOTO BOOTH- FERRY MERRY	Open	\$400.00	\$0.00		
25-03192	12/04/25	PHOTO BOOTH - NEW YEARS EVE	Open	\$500.00	\$0.00		
Vendor Total:				\$900.00			
9489 25-03120	11/21/25	THOMAS FIARMAN BASKETBALL JERSEYS & SHORTS	Open	\$2,340.00	\$0.00		
BIRCH 25-03225	12/04/25	BIRCH'S COMMUNICATIONS LLC* INSTALL 5 BLAC RAC MOUNTS	Open	\$1,740.00	\$0.00		B
BLAUE 22-02882	11/17/22	BLAUER ASSOCIATES INC* 2023 SCPF APPLICATION CONSULT	Open	\$1,400.00	\$0.00		B
24-02953	11/12/24	FY 2025 SCPF ADA DOUGLASS PARK	Open	\$800.00	\$0.00		B
Vendor Total:				\$2,200.00			
DOUGHERT 25-03265	12/09/25	GEORGIA DOUGHERTY MEDICAL CLAIMS- DENTAL	Open	\$960.16	\$0.00		
FRANKENF 25-03233	12/04/25	TERRY FRANKENFIELD EXEMPT VETERAN AS OF 11/21/25	Open	\$250.00	\$0.00		
JUSTF005 25-03204	12/04/25	SHANNON NAGEL FACE PAINTER- NEW YEARS EVE	Open	\$300.00	\$0.00		
LOWER 25-03308	12/11/25	LOWER TOWNSHIP DIFFERENCE CARD EXPENSES	Open	\$9,086.65	\$0.00		
LOWER005 25-03114	11/21/25	Lower Township Officers Assoc. NO-SHAVE DONATION CK REIMBURSE	Open	\$50.00	\$0.00		
SEAGE 25-03254	12/09/25	SEAGEAR MARINE SUPPLY* SUPPLIES/DPW	Open	\$221.16	\$0.00		
SIXSM 25-02766	10/27/25	LLOYD SIXSMITH* Polo's / Tee's HPC	Open	\$339.60	\$0.00		
25-02773	10/27/25	RECREATION DEPT. SHIRTS	Open	\$1,009.50	\$0.00		
Vendor Total:				\$1,349.10			

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Total Purchase Orders: 160 Total P.O. Line Items: 0 Total List Amount: \$828,760.34 Total Void Amount: \$0.00

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2025-398

Title: A RESOLUTION ACKNOWLEDGING THE AWARD OF A TWENTY- FOUR (24) MONTH CONTRACT TO UGI ENERGY SERVICES FOR NATURAL GAS SUPPLY SERVICE UNDER THE SOUTH JERSEY POWER COOPERATIVE FOR THE TOWNSHIP OF LOWER

WHEREAS, N.J.S.A 40A:11-11 (5) authorizes two or more contracting units to enter into a Cooperative Pricing Agreement for the purposes of electrical distribution services; and

WHEREAS, the Township of Lower is a member of the South Jersey Power Cooperative (SJPC) with Camden County serving as the lead agency; and

WHEREAS, on July 7, 2025 Township Council authorized by Resolution #2025-244 for the application and participation to bid for Natural Gas Supply Services for the Township of Lower; and

WHEREAS, while serving as lead agency, Camden County issued bid specifications for the purchase of natural gas service utilizing energy consultant Concord Energy Services during the process; and

WHEREAS, the South Jersey Power Cooperative has awarded a contract to the lowest responsible bidders for natural gas to UGI Energy Services for natural gas service and submitted the follow rates and terms: effective for (24) Twenty Four Months first reading after December 1, 2026 through November 30, 2028.

NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of Lower, County of Cape May, State of New Jersey authorizes the South Jersey Power Cooperative (SJPC) to contract with the UGI Energy Services for natural gas services with Camden County acting as Lead Agency and the following contract is hereby awarded, Fixed Basis Upcharge Price:

AWARD TO: UGI Energy Services  
Bid Group 2  
Rate Code SJG-GSG Price: \$2.40/dth

TERM: (24) Twenty Four Month Contract  
December 1, 2026 to November 30, 2028

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD		X	X				
WAREHAM			X				
ROY			X				
COOMBS							X
SIPPEL	X		X				

I, Karen S. Fournier, Deputy Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on December 15, 2025.

  
Karen S. Fournier, Deputy Township Clerk

SIG AA-25 Rural Caspian Contract Rd Group 2

SIG Group	Participant	Account Location	Service Address	City	Zip Code	Utility	POD ID / SAID	Account #	Rate Class	10m Historical Therms	12m Historical Dth	Current Fixed Rate thru 11/30/2026 @ \$1.01	New Contract Fixed Rate of 12/2026 11/30/2027 @ \$2.40	Proj Cost Difference Old Contract vs New	SIG Price to Compare and Projected Savings w/ Current Contract @ \$1.01/6th	SIG Price to Compare @ \$2.40/6th and Projected Savings w/ New Contract vs
2	Lower Township	Ararat Bldg	2020 Bayshore Rd	Village	08251	SIG	161223129	161234000	08251	2762.41	2762.41	\$ 279.00	\$ 682.98	\$ 383.97	\$ 735.63	\$ 351.65
2	Lower Township	Maintenance Bldg	771 Bayshore Rd	Cape May	08204	SIG	465018891	468224000	08204	10,230.68	1,039.07	\$ 1,042.40	\$ 2,479.36	\$ 1,435.95	\$ 2,751.06	\$ 1,315.13
2	Lower Township	Fishing Creek	2102 Bayshore Rd	Village	08251	SIG	9560931441	956072009	08251	1,109.31	110.93	\$ 112.04	\$ 285.23	\$ 154.19	\$ 295.41	\$ 141.33
2	Lower Township	Public Safety Building	1389 Landing Rd	Cape May	08204	SIG	6650135798	669177000	08204	9,208.62	920.86	\$ 930.07	\$ 2,210.07	\$ 1,280.00	\$ 2,452.36	\$ 1,172.38
2	Lower Township	Landing/Rescue	1389 Landing Rd Apt B	Cape May	08204	SIG	2990135822	290224000	08204	3,104.47	302.45	\$ 305.47	\$ 725.87	\$ 420.40	\$ 805.42	\$ 385.32
2	Lower Township	Millenn Center	209 Bayshore Rd	Village	08251	SIG	832024256	832024000	08251	2,279.51	273.79	\$ 275.53	\$ 697.10	\$ 380.57	\$ 729.11	\$ 346.81
2	Lower Township	Public Works	771 B Bayshore Rd	Lower Township	08204	SIG	861017764	861340000	08204	3,282.38	305.26	\$ 308.49	\$ 780.57	\$ 452.08	\$ 866.11	\$ 414.35
2	Lower Township	Recreation Center	2020 Bayshore Rd (West)	Village	08251	SIG	551028274	551740000	08251	934.31	934.31	\$ 943.67	\$ 2,242.39	\$ 1,298.72	\$ 2,488.12	\$ 1,189.36
2	Lower Township	Nec Center	4 Glenview Drive	Cape May	08204	SIG	475401693	476472813	08204	51.42	5.14	\$ 5.19	\$ 22.34	\$ 7.15	\$ 23.89	\$ 6.55

\*SIG Price to Compare for Fixed Basis Upcharge including NISUR is \$3.674/DTM  
 \*Actual savings will be based upon actual monthly usages ; Historical usages for 2025 included

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2025-399

Title: AUTHORIZATION FOR THE PAYOUT OF ACCUMULATED COMPENSATORY TIME

WHEREAS, the employee listed below has accrued compensatory time due from the Township and has requested payment for this time; and

WHEREAS, it is necessary to obtain authorization for any salary and wage disbursement to a Township employee that is not specified in the salary ordinance; and

WHEREAS, it has been determined by the Township Treasurer as evidenced by signature [Signature] that adequate funding is available for such payment in the current budget for Salaries and Wages.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that payment to Michael Nuscis in the amount of \$4,234.93 is authorized and chargeable to the 2025 Budget account 5-01-25-240-127.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD		X	X			
WAREHAM			X			
ROY			X			
COOMBS						X
SIPPEL	X		X			

I, Karen S. Fournier, Deputy Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held December 15, 2025.

[Signature]  
Karen S. Fournier, Deputy Township Clerk



LOWER TOWNSHIP POLICE DEPARTMENT

SPECIAL REPORT

TO: Chief Kevin Lewis  
 FROM: PFC. Michael Nuscis  
 DATE: November 21, 2025  
 SUBJECT: Comp Time Sell Back

Sir,

I write this to request the sell back of 100 Hours of Comp Time. Thank you in advance for your consideration in this.

Respectfully Submitted,

Michael Nuscis  
 PFC 195

$$100 \times \$42.3493 = \$4,234.93$$

C File

Date	Officer	Comments
11/21/2025	SFC. [Signature] #195	TOT Lt. Ryan
11/25/2025	Lt. [Signature] #194	TOT Cpt Ambrose
11-25-25	Capt. [Signature] #196	FWD to D.C. Vanover (Amount Verified)
11-25-25	[Signature] Vanover #174	FWD to Twp Mgr

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2025-400

Title: **A RESOLUTION AUTHORIZING AND APPROVING A SHARED SERVICE AGREEMENT BETWEEN THE TOWNSHIP OF LOWER AND THE CITY OF WILDWOOD FOR THE PROVISION OF EMERGENCY MEDICAL AND FIRE SERVICES FOR SCHOONER ISLAND MARINA**

**WHEREAS**, the Township of Lower desires to enter into a Shared Service Agreement with the City of Wildwood to permit Wildwood to provide all of the usual and ordinary Emergency Medical and Fire Services for the area known as "Schooner Island Marina" in the Township of Lower; and


**WHEREAS**, N.J.S.A. 40A:65-1 et seq. authorizes any local government to enter into a contract with any other local government unit to provide and receive any service that each unit is empowered to provide and receive within its own jurisdiction; and

**WHEREAS**, this Shared Service Agreement is in the best interest for the safety of the residents and visitors of the Township of Lower; and

**WHEREAS**, the CFO has determined sufficient funds will be available in the current budget as follows:

Amount: \$6,500

Appropriation: 1-25-260-274

Signature: 

**NOW THEREFORE BE IT RESOLVED** by the Township Council of the Township of Lower, in the County of Cape May, State of New Jersey, that the shared services agreement between the Township of Lower and the City of Wildwood be and is hereby authorized and accepted and that the proper officials of the Township of Lower are authorized to execute said contract.

**BE IT FURTHER RESOLVED**, that the contract shall take effect on January 1, 2026 and shall terminate on December 31, 2028 in accordance with N.J.S.A. 40A:65-1 et seq.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD		X	X				
WAREHAM			X				
ROY			X				
COOMBS							X
SIPPEL	X		X				

I, Karen S. Fournier, Deputy Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on December 15, 2025.

  
Karen S. Fournier, Deputy Township Clerk

**SHARED SERVICE AGREEMENT**

BY AND BETWEEN

**THE TOWNSHIP OF LOWER**

AND

**THE CITY OF WILDWOOD**

DATED

---

AN AGREEMENT BETWEEN THE TOWNSHIP OF LOWER AND THE CITY OF WILDWOOD  
FOR THE PROVISION OF EMERGENCY MEDICAL AND FIRE SERVICES FOR SCHOONER  
ISLAND MARINA



**A SHARED SERVICE AGREEMENT BETWEEN THE TOWNSHIP OF LOWER AND  
THE CITY OF WILDWOOD FOR THE PROVISION OF EMERGENCY MEDICAL  
AND FIRE SERVICES FOR SCHOONER ISLAND MARINA**

THIS SHARED SERVICE AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between the TOWNSHIP OF LOWER (the "Township"), a municipal corporation of the State of New Jersey whose administrative offices are located at 2600 Bayshore Road, Villas, New Jersey 08251 and the CITY OF WILDWOOD (the "City"), a political subdivision of the State of New Jersey, with municipal offices located at 4400 New Jersey Avenue, Wildwood, New Jersey 08260, and who may collectively be denominated as the "Parties" in this Agreement, and each may be called, separately, a "Party."

*WITNESSETH:*

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. (the "Act"), authorizes local units of this State to enter into agreements with any other local unit or units in order to provide or receive any service that each local unit participating in the agreement is empowered to provide or receive within its own jurisdiction; and

WHEREAS, the Township of Lower has identified a need to procure usual and ordinary Emergency Medical and Fire Services for the area of the Township known as Schooner Island Marina; and

WHEREAS, the City has expressed a willingness to enter into a Shared Services Agreement with the Township for the provision of all usual and ordinary Emergency Medical and Fire Services for the area of the Township known as Schooner Island Marina; and

WHEREAS, in the spirit of interlocal cooperation, and in furtherance of the principles underlying the Act, the Township and the City have negotiated an Agreement and deem it necessary and proper to memorialize these terms, as set forth below, in order to outline their respective rights and responsibilities for the benefit of both parties.

NOW THEREFORE, the Parties hereto, intending to be legally bound, do hereby adopt and endorse the following agreement to outline their rights and responsibilities in order for the City to provide Emergency Medical and Fire Services to the Township for the area of the Township known as Schooner Island Marina:

1. **PREAMBLE:** All of the Statements of the Preamble to this Agreement are repeated and incorporated herein by reference as if set forth in full.

2. **TERM OF THE AGREEMENT:** This Agreement shall take effect on January 1, 2026 through December 31, 2028.

**3. TOWNSHIP RESPONSIBILITIES:**

A. The Township will pay the City the following sums of money for the provision of all usual and ordinary Emergency Medical and Fire Services for the area of the Township known as Schooner Island Marina:

- i. \$6,500.00 due on or before July 1, 2026 for the term commencing on January 1, 2026 through December 31, 2026;
- ii. \$6,500.00 due on or before July 1, 2027 for the term commencing on January 1, 2027 through December 31, 2027; and
- iii. \$6,500.00 due on or before July 1, 2028 for the term commencing on January 1, 2028 through December 31, 2028.

**4. CITY RESPONSIBILITIES:**

- A. The City shall provide first response for Emergency Medical and Fire Services throughout the area of the Township known as Schooner Island Marina.
- B. The City shall provide the same priority and the same level of Emergency Medical and Fire Service for calls received from Schooner Island Marina as is currently provided by the City throughout the City of Wildwood.
- C. Calls for Emergency Medical and Fire Services shall be routed to the City of Wildwood, and the City shall respond to emergency medical and fire service calls received from these locations immediately upon dispatch.
- D. In accordance with the Cape May County Mutual Aid Policy, in the event that the City is committed to prior emergency service calls/responses at the time that a call for emergency services is received from Schooner Island Marina, either the City of North Wildwood or the Borough of Wildwood Crest will respond through Mutual Aid to the emergency service calls received from Schooner Island Marina.

**5. TERMINATION:** Notwithstanding the foregoing, this Agreement may be terminated, on ninety (90) days written notice to the other party, for any reason or no reason, or if a provision of the Agreement is breached by the non-breaching party by notifying the breaching party, in writing, of the grounds associated with the alleged breach. The breaching party shall have fifteen (15) days in which to answer and cure said breach. If the breach is not adequately cured within that time, the non-breaching party shall have the immediate option to declare this Agreement terminated.

**6. INSURANCE AND INDEMNIFICATION:** The parties represent that each is insured for liability purposes and agree to remain insured for so long as this Agreement remains in effect. The parties agree, to the extent possible under the terms of their respective insurance coverages, to name each other as additional insured on such policies of insurances to protect against liability arising from the provision of services under this Agreement, and to maintain such coverage throughout the duration of this Agreement.

The parties hereby agree to mutually indemnify, defend and hold one another harmless from any and all claims, demands, liabilities, causes of action, complaints, suits (at law or in equity), damages, penalties, fines, judgments, losses, costs and expenses (including without limitation reasonable attorneys' fees, court costs, consultants' and experts' fees, and the cost of enforcing this agreement) (collectively "claims"), arising out of the sole negligence, criminal acts and/or intentional conduct of either the Township or City or any employees, agents or officers thereof or acting on that Party's behalf, related to, either directly or indirectly, the performance by such Party contemplated by this Agreement.

The Parties agree to submit a copy of this Shared Services Agreement to their respective insurance carriers prior to the execution of same. The Parties agree that during the term of this Agreement they shall keep in force a policy of general and comprehensive liability insurance that will insure each party against any claims for any actions or omissions charged against either or both parties during the term of this Agreement. Each Party agrees to cooperate with the other in the defense of any claim or claims assessed against either or both parties arising out of the rendering or non-rendering of services contemplated by this Agreement.

**7. ADDITIONAL SERVICES:** In the event additional services associated with this Agreement are required and/or deemed necessary, which are not specifically set forth within this Agreement, the parties are free to enter into additional written agreements in order to effectuate the intent and purposes of this Agreement, without the need for official authorization from the parties. The parties expressly understand and agree that any fees associated with additional services must be negotiated and agreed upon in advance prior to undertaking said services and prior to requesting payment in connection with same.

**8. ASSIGNMENT:** The rights and the obligations under this Agreement shall not be assigned by either party without the express written consent of the other.

**9. APPLICABLE LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

**10. ENTIRE AGREEMENT:** This Agreement represents the entire Agreement between the parties and may not be changed orally, and may only be modified or amended by a written statement signed by both parties.

**11. SEVERABILITY:** If any part of this Agreement shall be held to be unenforceable or invalid the remainder of the Agreement shall nevertheless remain in full force and effect.

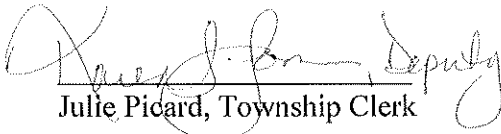
**12. WAIVER:** Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement at any one time shall not be deemed a waiver of such term, covenant or condition at any one time nor shall any waiver or relinquishment of any right or power herein at any time be deemed a waiver of the same or any other right or power at any other time.

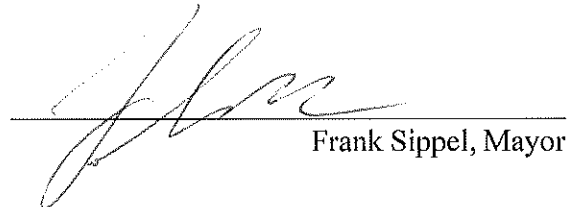
**13. AUTHORIZATION OF OFFICIALS; COUNSEL APPROVAL:** The parties acknowledge that this Agreement has been executed and sealed by officials authorized and directed to execute same on behalf of the respective Parties by duly adopted resolutions for such purposes.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the date first above written.

ATTEST:

TOWNSHIP OF LOWER

  
Julie Picard, Township Clerk

  
Frank Sippel, Mayor

ATTEST:

CITY OF WILDWOOD

\_\_\_\_\_  
Lisa Brown, City Clerk

\_\_\_\_\_  
Ernie Troiano, Mayor

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2025-401

Title: A RESOLUTION SUPPORTING THE ANNUAL (2025) GREATER CAPE MAY ELKS/  
TOM BEHELER YOUTH BASKETBALL TOURNAMENT

WHEREAS, the Lower Township Recreation Center hosts the Annual Greater Cape May Elks/  
Tom Beheler Youth Basketball Tournament in December every year; and

WHEREAS, the tournament will be a field comprised of 3<sup>rd</sup> thru 8<sup>th</sup> grade boys and girls.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Lower, County of  
Cape May, State of New Jersey, that a portion of the proceeds raised through this annual tournament will be  
dedicated to the ALS Association Greater Philadelphia Chapter and the Lower Township traveling basketball team.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD		X	X				
WAREHAM			X				
ROY			X				
COOMBS							X
SIPPEL	X		X				

I, Karen S. Fournier, Deputy Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby  
certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on  
December 15, 2025.

  
Karen S. Fournier, Deputy Township Clerk

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2025-402

Title: APPROVAL OF CHANGE ORDER #1 TO R.A. WALTERS & SONS FOR THE DELAWARE BAY BEACH STORMWATER OUTFALL EXTENSION PROJECT (LT-C-059)

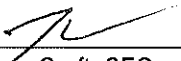
WHEREAS, R.A Walters & Sons was awarded on August 18, 2025 by Resolution #2025-285 for Construction of Delaware Bay Beach Stormwater Outfall Extension Project (LT-C-059) in the amount of \$296,000.00; and

WHEREAS, R.A. Walters & Sons has provided a proposal for Additional work requested by the Township to include: Replacement of the 30" tideflex valve on Frances Avenue and Replacement of existing stormwater outfall support on Woodland Avenue (LT-C-059) in the amount of \$5,750.00; and

WHEREAS, the Township Council desires to approve Change Order #1 and the CFO has certified the availability of funds as evidenced by his signature below:

Appropriation: Ord 24-03 C-04-55-438-100

Signature:

  
James Craft, CFO

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that Change Order #1 attached hereto in the net increase amount of \$5,750.00 to R.A. Walters and Sons is hereby approved and the contract total is now increased to \$301,750.00.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD		X	X			
WAREHAM			X			
ROY			X			
COOMBS						X
SIPPEL	X		X			

I, Karen S. Fournier, Deputy Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on December 15, 2025.

  
Karen S. Fournier, Deputy Township Clerk

# DEBLASIO & ASSOCIATES

ENGINEERS, SURVEYORS AND PLANNERS

4701 NEW JERSEY AVENUE • WILDWOOD, NJ 08260

PHONE: 609-854-3311 • FAX: 609-854-4323

December 1, 2025

VIA EMAIL & REGULAR MAIL

Julie Picard, Clerk  
Township of Lower  
2600 Bayshore Road  
Villas, NJ 08251

**Re: Township of Lower, Cape May County, NJ  
FY2023 NJDCA Small Cities Program  
Delaware Bay Beach Stormwater Outfall Extension Project  
D&A File #: LT-C-059**

Dear Ms. Picard:

Enclosed please find three (3) copies of **CHANGE ORDER NO. 1** regarding the above referenced project for review and approval. Upon execution, please return two (2) copies to our office.

Please note that this change order reflects the following additional work requested by the Township:

1. Replacement of the 30" tideflex valve on Frances Avenue.
2. Replacement of existing stormwater outfall support on Woodland Avenue.

Please note this change order will result in an increase of \$5,750.00 to the original contract amount of \$296,000.00 for an amended contract amount of \$301,750.00.

Should you have any questions or require any additional information, please do not hesitate to contact me at our office.

Very truly yours,  
**DeBlasio & Associates, P.C.**



Marc DeBlasio, P.E., P.P., C.M.E.  
President  
T: 609-854-3311  
Marc@deblasioassoc.com

cc: Mayor Frank Sippel, (via email w/encl.)  
Michael Laffey, Manager (via email w/encl.)  
Margaret Vitelli, QPA, Purchasing Agent (via email w/encl.)  
Gary Douglass, Superintendent of Public Works (via email w/encl.)  
R.A. Walters & Son, Inc. (via email w/encl.)

# DEBLASIO & ASSOCIATES

ENGINEERS, SURVEYORS AND PLANNERS

Client: Township of Lower  
Date: November 26, 2025  
Project Name: FY2023 NJDCA Small Cities Program  
Delaware Bay Beach Stormwater Outfall Extension Project  
DBA Project #: LT-C-059

## Change Order #1

Contractor: R.A. Walters & Son, Inc.  
18 Hoffman Drive  
Cape May Court House, NJ 08210

### A. Supplemental Items - NJDCA Participating Items


Contract Pay Item Number	Description	Unit	Quantity	Contract Unit Price	Contract Total
S1	EXISTING STORMWATER OUTFALL SUPPORT REPAIR - WOODLAND AVENUE	LUMP SUM	1	\$750.00	\$750.00
Subtotal:					\$750.00

### A. Supplemental Items - Township/NJDCA Non-Participating Items

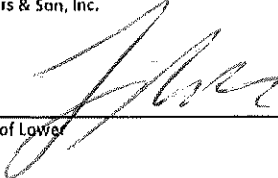
Contract Pay Item Number	Description	Unit	Quantity	Contract Unit Price	Contract Total
S2	30" TIDEFLEX VALVE - FRANCES AVENUE	UNIT	1	\$5,000.00	\$5,000.00
Subtotal:					\$5,000.00

Net Contract Change \$5,750.00  
Original Contract Amount: \$296,000.00  
Total Contract Percentage Change (%): 1.94  
Amended Contract Amount: \$301,750.00

Approved and Accepted by:

  
Marc DeBlasio, P.E., Township Engineer  
12/1/25  
Date

  
R.A. Walters & Son, Inc.  
11/26/2025  
Date

  
Township of Lower  
Date




TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2025-403

Title: AUTHORIZATION FOR 2025 INCENTIVE AWARD FOR INSURANCE WAIVER

WHEREAS, the employees listed on the attached schedule have waived health insurance and are due an incentive amount per Superior Officers Union and PBA Union Contract, Article 12, Section F, AFSCME Union Contract, Article VII, Section F and Supervisors Contract, Article VI, Section F; and

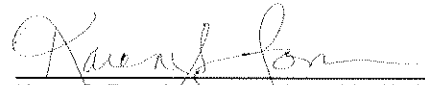
WHEREAS, it is necessary to obtain authorization for any salary and wage disbursement to a Township employee that is not specified in the salary ordinance; and

WHEREAS, it has been determined by the Township Treasurer as evidenced by signature  that adequate funding is available for such payment in the current year's budget for Health Insurance.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that payment to the employees listed on the attached schedule not to exceed the amount of \$3,750.00 is authorized and chargeable to the 2025 Budget account 5-01-23-220-412.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD		X	X				
WAREHAM			X				
ROY			X				
COOMBS							X
SIPPEL	X		X				

I, Karen S. Fournier, Deputy Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on December 15, 2025.

  
Karen S. Fournier, Deputy Township Clerk

Name	Amt
MULLIN, MICHAEL	2,500.00
FAIRMAN, THOMAS	1,250.00

e17

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2025-404

Title: AUTHORIZATION FOR THE PAYMENT OF COLLEGE CREDITS

WHEREAS, the employees listed on the attached schedule have earned college credits and per union contract the Township will pay employees for those credits earned as determined in their union contracts; and

WHEREAS, it is necessary to obtain authorization for any salary and wage disbursement to a Township employee that is not specified in the salary ordinance; and

WHEREAS, it has been determined by the Township Treasurer as evidenced by signature \_\_\_\_\_ that adequate funding is available for such payment in the 2025 Budget for Salaries and Wages.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that payment to the employees listed on the attached schedule not to exceed the amount of \$ 250.00 is authorized and chargeable to the 2025 Budget.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD		X	X			
WAREHAM			X			
ROY			X			
COOMBS						X
SIPPEL	X		X			

I, Karen S. Fournier, Township Deputy Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on December 15, 2025.

  
Karen S. Fournier, Deputy Township Clerk

Dept Id	Descript	Name	Earnings	Budget
120-00	Clerk	BAILEY, DAWN	250.00	5-01-20-120-101
			250.00	

*College Credits*

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2025-405

Title: A RESOLUTION AUTHORIZING THE TRANSFER OF FIREARMS NO LONGER NEEDED TO A  
LICENSED FIREARMS DEALER FOR PRIVATE SALE

**WHEREAS**, the Township of Lower has determined that one (1) Glock, Model 45, 9mm handgun with three (3) magazines, Serial No. Z0K050106, and one (1) Sig Sauer, Model: M-400 rifle, 16" barrel, Serial No. CGKB781, are no longer needed for public use by the Lower Township Police Department; and

**WHEREAS**, the Township has requested and obtained an estimate as to the fair market value of the firearms from United Uniforms, an authorized firearms dealer located in Rio Grande, New Jersey, a copy of which is attached; and

**WHEREAS**, N.J.S.A. 40A:11-36 permits a municipality to sell, by private sale, personal property no longer needed for public use, when the fair value of the property to be sold does not exceed the applicable bid threshold; and

**WHEREAS**, N.J.S.A. 2C:58-2 regulates the sale of firearms within the State of New Jersey and requires that firearms be sold exclusively through a licensed gun dealer; and


**WHEREAS**, in order to facilitate the sale of one (1) Glock, Model 45, 9mm handgun with three (3) magazines, Serial No. Z0K050106, for the estimated value of \$350.00, and one (1) Sig Sauer, Model M-400 rifle, 16" barrel, Serial No. CGKB781, Lower Township Fixed Asset #4024, for the estimated value of \$205.00, to Lower Township Police Chief Kevin Lewis, who is retiring effective December 31, 2025, the Township shall transfer the firearms to United Uniforms, and the Township shall receive a credit in the total amount of \$555.00 on its Police Department Equipment Account.

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the transfer of the firearms identified herein to United Uniforms, and the sale of the firearms identified by Serial No. Z0K050106, and Serial No. CGKB781, Lower Township Fixed Asset #4024, to Police Chief Kevin Lewis for the amount of \$555.00 Dollars, to be received in the form of a credit in the total amount of \$555.00, is hereby authorized.

**BE IT FURTHER RESOLVED** that said firearms shall be removed from the Lower Township Fixed Asset Inventory.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD		X	X				
WAREHAM			X				
ROY			X				
COOMBS							X
SIPPEL	X		X				

I, Karen S. Fournier, Deputy Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on December 15, 2025.

  
Karen S. Fournier, Deputy Township Clerk



# Lower Township Police Department

405 Breakwater Road  
Erma, NJ 08204

**Chief Kevin Lewis**

www.lowertownshippolice.com • (609) 886-1619 • Fax (609) 886-5289

Donald Vanaman   Michael Majane   John Armbruster   Brian McEwing   Charles Ryan   Anthony Greto   Michael Perry  
*Deputy Chief   Captain   Administrative Lieutenant   Operations Lieutenant   Administrative Lieutenant   Operations Lieutenant   Administrative Sergeant*

## MEMORANDUM T-25-06

**TO:** Michael Laffey, Township Manager

**FROM:** Kevin Lewis, Chief of Police

**DATE:** December 3, 2025

**SUBJECT:** Purchase of Duty Weapons upon Retirement

Upon my retirement (effective January 1, 2026), I am respectfully requesting to purchase my department issued duty weapons listed below:

1. Sig Sauer, Model: M-400 rifle, 16" barrel. Serial # **ZOK050106**
2. Glock, Model 45, 9mm handgun with three magazines. Serial # **CGKB781**

I currently possess a valid New Jersey Firearms Identification Card and have been approved by the State Police for a New Jersey Permit to Purchase.

A valuation has been completed for both weapons and is attached to this memorandum.

Thank you in advance for your consideration in this matter.

Respectfully submitted,

**Chief Kevin  
Lewis**

Chief Kevin Lewis

Digitally signed by Chief Kevin Lewis  
DN: cn=Chief Kevin Lewis, o=Lower  
Township Police Department, ou,  
email=Lewis@LowerTownshipPolice.com,  
c=US  
Date: 2025.12.03 11:55:00 -05'00'

---

## UNITED UNIFORMS

Attention: M. Majane  
Lower Township Police Dept.

Date: 11/25/25

Project Title:Valuation

Terms: 30 Days

Description	Quantity	Unit Price	Cost
Sig Sauer M400 (Grading 60%)	1	\$205.00	\$205.00
Glock 45 (Grading 60%)	1	\$350.00	\$350.00

Thank you for your business. It's a pleasure to work with you on your project.  
Your next order will ship in 30 days.

Sincerely yours,

Anthony Kapurelos

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2025-406

Title: AUTHORIZATION FOR REFUND OF TAXES

WHEREAS, the Township Tax Collector has certified an overpayment due to the reasons listed below; and


WHEREAS, a refund is due.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the CFO/Treasurer be and the same is authorized and directed to refund the overpayments according to the Tax Collector's certification on file with the CFO/Treasurer.

<u>Block</u>	<u>Lot</u>	<u>Refund To</u>	<u>Reason</u>	<u>Tax</u>
494.34	11	Terry Frankenfield	Veteran Deduction	\$ 250.00
494.34	11	Core Logic Re: Frankenfield	Exempt Vet as of 11/21/2025	\$448.49

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD		X	X				
WAREHAM			X				
ROY			X				
COOMBS							X
SIPPEL	X		X				

I, Karen S. Fournier, Deputy Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on December 15, 2025.

  
Karen S. Fournier, Deputy Township Clerk



TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2024-407

Title: A RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE LOWER TOWNSHIP POLICE DEPARTMENT AND THE NEW JERSEY STATE POLICE CONCERNING THE INSTALLATION, OPERATION, INSPECTION, MAINTENANCE, REPLACEMENT AND REMOVAL OF AUTOMATED LICENSE PLATE RECOGNITION DEVICES ON NEW JERSEY DEPARTMENT OF TRANSPORTATION PROPERTIES

WHEREAS, automated license plate recognition devices ("ALPR") have proven effective in assisting law enforcement agencies in conducting criminal investigations and prosecuting criminal offenses, and are currently utilized by the Lower Township Police Department; and

WHEREAS, the Lower Township Police Department has identified additional locations within the Township of Lower where ALPR could be deployed, including on property owned by or under the jurisdiction of the New Jersey Department of Transportation ("NJDOT"); and

WHEREAS, the NJDOT previously entered into a Memorandum of Understanding with the New Jersey State Police ("NJSP") establishing guidelines and procedures for the use of ALPR, including permitting, installation, operation, inspection, maintenance, replacement, and removal of ALPRs and surveillance cameras on property under its jurisdiction and within State rights-of-way, in order to streamline the ALPR process and reduce administrative burdens on multiple law enforcement agencies seeking to install such systems; and

WHEREAS, the purpose of the NJDOT-NJSP MOU is to support the law enforcement missions of NJSP and participating law enforcement agencies ("LEAs"), to memorialize the understanding of the Parties, and to provide a framework for the permitting, installation, maintenance, and removal of ALPR systems and/or surveillance cameras on property under NJDOT jurisdiction, including NJDOT rights-of-way ("ROW"); and

WHEREAS, the NJDOT-NJSP MOU sets forth the responsibilities of NJSP, LEAs, and NJDOT regarding the permitting, installation, operation, inspection, maintenance, replacement, and removal of ALPRs and surveillance cameras on property under NJDOT jurisdiction and ROW, and permits LEAs to enter into agreements with NJSP for such purposes; and

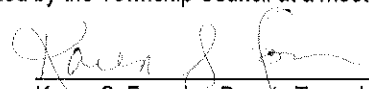
WHEREAS, the Lower Township Police Department is desirous of entering into a Memorandum of Understanding, a copy of which is attached to this Resolution, with the NJSP as an LEA in order to facilitate the installation and deployment of ALPRs on NJDOT properties; and

WHEREAS, the Township Council of the Township of Lower recognizes the effectiveness of automated license plate recognition devices ("ALPR") and the assistance they provide to law enforcement in conducting criminal investigations and prosecuting criminal offenses, and supports the execution of the Memorandum of Understanding between the New Jersey State Police and the Lower Township Police Department.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that Lower Township Council hereby approves the form and content of the attached Memorandum of Understanding, and the Lower Township Police Chief is hereby authorized to execute same and any additional documents necessary to effectuate the terms of the Memorandum of Understanding.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD		X	X				
WAREHAM			X				
ROY			X				
COOMBS							X
SIPPEL	X		X				

I, Karen S. Fournier, Deputy Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held December 15, 2025.

  
Karen S. Fournier, Deputy Township Clerk

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE LOWER TOWNSHIP POLICE DEPARTMENT**  
**AND**  
**THE DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF NEW**  
**JERSEY STATE POLICE**  
**REGARDING**  
**AUTOMATED LICENSE PLATE RECOGNITION PERMITTING,**  
**INSTALLATION, OPERATION, INSPECTION, MAINTENANCE,**  
**REPLACEMENT AND REMOVAL ON NEW JERSEY DEPARTMENT OF**  
**TRANSPORTATION PROPERTY**

**THIS MEMORANDUM OF UNDERSTANDING (MOU)**, dated the 24th day of November, 2025 (the "Effective Date"), is made by and between the Lower Township Police Department ("LTPD"), located at 405 Breakwater Rd Erma, NJ 08204 and DEPARTMENT OF LAW AND PUBLIC SAFETY, DIVISION OF NEW JERSEY STATE POLICE ("NJSP"), having its offices at 1040 River Road, Ewing Township, NJ 08628 (collectively, the "Parties," individually, a "Party").

**WHEREAS**, the Parties' desire to enter into this MOU is to support the law enforcement missions of NJSP and Participating Law Enforcement Agencies ("LEAs"), to memorialize the understanding of the Parties herein, and to provide the framework for the permitting, installation, maintenance, and removal of automated license plate recognition ("ALPR") systems and/or surveillance cameras on property under the New Jersey Department of Transportation's (NJDOT) jurisdiction and control, including the NJDOT's Right-of-Way ("ROW"); and

**WHEREAS**, the NJDOT was authorized to enter the MOU with NJSP regarding ALPR and/or surveillance camera permitting, installation, operation, inspection, maintenance, replacement and removal on property under its jurisdiction and control and ROW ("NJDOT MOU") under the powers vested in the Commissioner of Transportation by law and as more particularly set forth in N.J.S.A. 27:1A-5 and 27:7-21; as well as ensure that its infrastructure is constructed and maintained with its Standard Specifications and Design Standards; and

**WHEREAS**, the NJDOT previously entered into that relevant MOU with NJSP to set out the responsibilities of NJSP, the LEAs, and itself regarding the permitting, installation, operation, inspection, maintenance, replacement and removal of ALPRs and surveillance cameras on property under its jurisdiction and control and ROW. By doing so, NJDOT looked to streamline the ALPR process and eliminate any administrative

burden associated with the numerous LEAs that seek to install such ALPRs on its property through the NJSP; and

**WHEREAS**, NJDOT and NJSP entered into that separate MOU (NJDOT-NJSP MOU) which permitted LEAs to enter into this agreement with NJSP;

**WHEREAS**, the NJSP is authorized to enter into this MOU under the powers vested in them by law, particularly as set forth in N.J.S.A. 53:2-1, which, among other things, grants it the "power to prevent crime, to pursue and apprehend offenders and to obtain legal evidence necessary to ensure the conviction of such offenders in the courts," as well as to "co-operate with any other State department, or any State or local authority in detecting crime, apprehending criminals and preserving law and order" and Attorney General Law Enforcement Directive 2022-12 ("Directive 2022-12"), as amended and supplemented ; and

**WHEREAS**, the LTPD wishes to enter into this MOU as a LEA, and is authorized to enter into this MOU under the powers vested in them by law, particularly as set forth in N.J.S.A. 40A:14-118, Chapter 90 of the Township Code, and Attorney General Law Enforcement Directive No. 2022-12,

**NOW, THEREFORE**, in consideration of the mutual covenants, terms conditions, promises and obligations contained herein, which the Parties acknowledge to be good and sufficient consideration to support this MOU and bind and obligate the Parties hereto, the Parties hereto agree as follows:

1. RECITALS

1.1 The above recitals are incorporated into this MOU as though set forth here in verbatim and shall constitute part of the consideration for this MOU.

2. DEFINITIONS FOR THE PURPOSE OF THIS MOU

2.1 The LTPD understands, accepts, and agrees to comply with Section 2 "Definitions for the Purpose of this MOU" of the NJDOT- NJSP MOU, as amended and supplemented.

3. POINTS OF CONTACT

The Parties shall provide each other with the name, address, telephone number, and e-mail address of their respective points of contact regarding this MOU. If a Party's point of contact changes, the Party shall notify the other Party within ten (10) business days.

LTPD Contact:  
Lt. Brian McEwing ALPR Coordinator  
Lower Township Police  
405 Breakwater Rd

Erma, NJ 08204  
Email: [McEwing@lowertownshippolice.com](mailto:McEwing@lowertownshippolice.com)  
Phone: 609-886-1619 Ext 253

NJSP Contacts:

ROIC Commander & ALPR State Coordinator  
Regional Operations & Intelligence Center  
P.O. Box 7068  
West Trenton, NJ 08628  
Email: [ALPR@njsp.gov](mailto:ALPR@njsp.gov)  
Phone: 609-663-6900

4. RESPONSIBILITIES OF THE PARTIES

4.1 The LTPD understands, accepts, and agrees to comply with all of the responsibilities required of LEAs under the NJDOT-NJSP MOU, as amended and supplemented. LTPD also understands, accepts, and agrees to comply with all provisions of Directive 2022-12, as amended and supplemented.

5. SUBMISSION PROCESS

5.1 The LTPD understands, accepts, and agrees to comply with Section 5 "Submission Process" of the NJDOT-NJSP MOU, as amended and supplemented.

6. ALPR INFORMATION SHARING

6.1 The LTPD understands, accepts, and agrees to comply with Section 6 "ALPR Information Sharing" of the NJDOT-NJSP MOU, as amended and supplemented.

7. FEDERAL AND STATE LAW REGARDING OPEN RECORDS AND FREEDOM OF INFORMATION REQUESTS, SUBPOENAS, AND COURT ORDERS, FOR PRODUCTION OF INFORMATION OR RECORDS

7.1 The LTPD understands, accepts, and agrees to comply with Section 7 "Federal and State Law regarding Open Records and Freedom of Information Requests, Subpoenas, and Court Orders, for Production of Information or Records" of the NJDOT-NJSP MOU, as amended and supplemented.

8. INFORMATION SECURITY, RETENTION, AND INTEGRITY

8.1 The LTPD understands, accepts, and agrees to comply with Section 8 "Information Security, Retention, and Integrity" of the NJDOT-NJSP MOU, as amended and supplemented.

9. COSTS

9.1 The LTPD understand, accepts, and agrees to comply with Section 9 "Costs" of the NJDOT-NJSP MOU, as amended and supplemented.

## 10. LIABILITY

10.0 The LTPD understands, accepts, and agrees that the NJSP and the NJDOT do not carry general liability insurance, but the liability of the NJSP and the NJDOT and the obligations of the NJSP and the NJDOT to be responsible for tort claims against each are covered under the terms and provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 to 12-3 ("TCA"). The TCA also creates a fund into which the Legislature appropriates funds from time to time, and from which final tort claims are paid in accordance with its provisions. See N.J.S.A. 59:12-1.

10.1 The LTPD understands, accepts, and agrees that the TCA sets forth specific timeframes and requirements for filing claims against public entities including that notice, with all required information set forth in the TCA, must be submitted to the public entity within ninety (90) days of the incident.

10.2 The LTPD understands, accepts, and agrees that any claims against the NJSP and NJDOT are also subject to the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 to 13-10, appropriations, and the availability of funding.

## 11. SEVERABILITY

11.1 The LTPD understands, accepts, and agrees to comply with Section 10 "Severability" of the NJDOT-NJSP MOU, as amended and supplemented.

## 12. EFFECT ON OTHER AUTHORITIES

12.1 The LTPD understands, accepts, and agrees to comply with Section 11 "Effect on other Authorities" of the NJDOT-NJSP MOU, as amended and supplemented.

## 13. TERM

13.1 The LTPD understands, accepts, and agrees to comply with Section 12 "Term" of the NJDOT-NJSP MOU, as amended and supplemented.

13.2 In the event that the NJDOT-NJSP MOU is amended or supplemented, NJSP shall notify LTPD within ten (10) business days of such change and provide any necessary documentation. LTPD may terminate this agreement upon ten (10) business days' written notice to NJSP of such notification if it does not wish to be bound by the NJDOT-NJSP MOU's amended or supplemented terms. Otherwise, the LTPD must provide ninety (90) days written notice to NJSP before terminating this agreement.

#### 14. ENTIRE AGREEMENT

14.1 This MOU represents the entire understanding and agreement between the Parties concerning the ALPRs, and no amendment or modification of this MOU shall be effective, unless in writing, signed by the Parties and approved as required by law.

#### 15. NO THIRD-PARTY BENEFICIARIES

15.1 The LTPD understands, accepts, and agrees to comply with Section 14 "No Third-Party Beneficiaries" of the NJDOT-NJSP MOU, as amended and supplemented.

#### 16. NO PRIVATE RIGHTS CREATED

16.1 The LTPD understands, accepts, and agrees to comply with Section 15 "No Private Rights Created" of the NJDOT-NJSP MOU, as amended and supplemented.

#### 17. LIABILITY

17.1 The LTPD understands, accepts, and agrees to comply with Section 16 "Liability" of the NJDOT-NJSP MOU, as amended and supplemented.

#### 18. ASSIGNMENT

18.1 This MOU may not be assigned or otherwise transferred by a Party without the prior written consent of the other Party. Under this MOU, no such assignment or transfer shall relieve the Parties of any of their obligations or liabilities, whether accrued or un-accrued.

#### 19. NON-WAIVER

19.1 The LTPD understands, accepts, and agrees to comply with Section 18 "Non-Waiver" of the NJDOT-NJSP MOU, as amended and supplemented.

#### 20. COUNTERPARTS

20.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

## 21. DISPUTES

21.1 THE LTPD understands, accepts, and agrees to comply with Section 20 "Disputes" of the NJDOT-NJSP MOU, as amended and supplemented.

## 22. AUTHORITY

22.1 The Parties represent and warrant that they have the authority to execute this Agreement and each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and created the binding and enforceable obligation of, the party on whose behalf the representative is signing.

## 23. FURTHER COOPERATION

23.1 The Parties agree to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intended purpose of this Agreement.

## 24. ELECTRONIC SIGNATURES

24.1 The Parties agree that the execution of this MOU by electronic signature and/or by exchanging PDF signatures will have the same legal force and effect as the exchange of original signatures. By execution, delivery and performance of this MOU, each Party represents to the other Party that it has been duly authorized by all requisite action on its part. This MOU constitutes the legal, valid, and binding obligation of the Parties.

[Remainder of page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, the Parties, duly authorized, have executed this MOU,  
effective as of the day and date last below written.

FOR The Lower Township Police Department:

By: \_\_\_\_\_  
Kevin Lewis  
Chief of Police

Date: \_\_\_\_\_

FOR DIVISION OF NEW JERSEY STATE POLICE:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Colonel Patrick J. Callahan  
Superintendent

FOR NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY

By: \_\_\_\_\_

Date:

Matthew J. Platkin  
Attorney General of New Jersey or Designee



**TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY**

**RESOLUTION #2025-408**

Title: **TRANSFER OF 2025 APPROPRIATIONS**

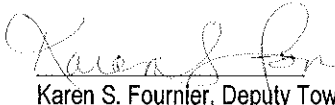
**WHEREAS**, N.J.S.A. 40A: 4-58 provides for appropriation transfers during the last two months of the current fiscal year when it has been determined that any appropriation is insufficient to pay the claims authorized or incurred during the current year, which are chargeable to said appropriation, and there is an excess in any appropriation over and above the amount deemed to be necessary to fulfill its purpose.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that the following transfers totaling \$153,000 be made between the 2025 budget appropriations:

LINE ITEM		ACCT. NUMBER	TO	FROM
BUILDINGS & GROUNDS	OE	5-01-20-310-300	25,000.00	
STREET LIGHTS	OE	5-01-31-435-200	50,000.00	
ELECTRIC	OE	5-01-31-430-200	10,000.00	
CLERK	OE	5-01-20-120-200	3,000.00	
STATUTORY-SOCIAL SECURITY	SW	5-01-36-472-501	65,000.00	
POLICE – SALARIES & WAGES	SW	5-01-25-240-100		80,000.00
TOWNSHIP MANAGER	SW	5-01-20-100-100		10,000.00
TAX COLLECTOR	SW	5-01-20-145-100		8,000.00
REVEUE AND FINANCE	SW	5-01-20-130-100		20,000.00
PUBLIC WORKS	SW	5-01-26-305-100		35,000.00
			<u>153,000.00</u>	<u>153,000.00</u>

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD		X	X				
WAREHAM			X				
ROY			X				
COOMBS							X
SIPPEL	X		X				

I, Karen S. Fournier, Deputy Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on December 15, 2025.

  
 Karen S. Fournier, Deputy Township Clerk

**TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY**

**RESOLUTION #2025-409**

**Title: ISSUANCE OF CAMPGROUND LICENSE TO SUN CAPE ISLAND, LLC ASSOCIATED WITH THE CAPE ISLAND RESORT CAMPGROUND**

**WHEREAS**, Cape Island Resort is a campground located at 709 Route 9 within the Township of Lower that was previously owned by Legacy Communities; and

**WHEREAS**, Legacy Communities recently transferred ownership of Cape Island Resort to Sun Cape Island, LLC; and

**WHEREAS**, Sun Cape Island, LLC, the new owner of Cape Island Resort Campground, has submitted an application and tendered the required application fee to obtain a Campground License pursuant to § 213-4 of the Township Code of the Township of Lower.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that a Campground License for Cape Island Resort is hereby issued to Sun Cape Island, LLC, for the remainder of the licensing period, through March 31, 2026, subject to all real estate taxes being current.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD		X	X				
WAREHAM			X				
ROY			X				
COOMBS							X
SIPPEL	X		X				

I, Karen S. Fournier, Deputy Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on December 15, 2025.

  
Karen S. Fournier, Deputy Township Clerk

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2025-410

Title: **APPROVING A PROFESSIONAL SERVICE CONTRACT WITH DeBLASIO & ASSOCIATES  
FOR THE RESURFACING OF VARIOUS STREETS IN DIAMOND BEACH FOR THE  
SURVEY AND ENGINEERING PHASE (LT-C-072)**

**WHEREAS**, the Township of Lower is given authority by N.J.S.A. 40A:11-1 *et seq.* to enter into contracts for "Professional Services" without competitive bidding, when the need arises, so long as the award of such contract is made public by a Resolution of the Governing Body and satisfies the requirements of the New Jersey Pay-to-Play law; and

**WHEREAS**, DeBlasio & Associates have provided the attached proposal in the amount of \$49,000.000 for the Engineering Phase for the Resurfacing of Various Streets in Diamon Beach (LT-C-072); to include Madison Avenue- Seaview Avenue to Pacific/Atlantic Avenue – Seapointe Blvd to Township Boundary with Wildwood Crest Borough/Austin Avenue – Street End to Pacific Avenue/Richmond Avenue – Park Boulevard to Pacific Avenue; and

Survey and Base Mapping	
Design Plans and Specifications	
Public Bidding Procurement	Total \$49,000.00

**WHEREAS**, the CFO has certified the availability of funds in the following budget lines as evidenced his signature:

Appropriation: Ord 24-03 C-04-55-438-100

Signature: \_\_\_\_\_

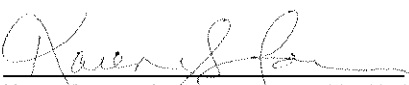
James Craft, CFO

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that a Professional Services Contract, awarded without public bidding pursuant to applicable law, is hereby authorized with DeBlasio & Associates for Engineering and Design Services for Various Streets in Diamond Beach (Project LT-C-072), in the amount of \$49,000.00, with a copy of the proposal attached hereto; the Superintendent of Public Works is designated as the Point of Contact (POC) for this project.

**BE IT FURTHER RESOLVED** that this award shall be published in the Township's Official Newspaper.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD		X	X			
WAREHAM			X			
ROY			X			
COOMBS						X
SIPPEL	X		X			

I, Karen S. Fournier, Deputy Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on December 15, 2025.

  
Karen S. Fournier, Deputy Township Clerk

# DEBLASIO & ASSOCIATES

ENGINEERS, SURVEYORS AND PLANNERS

4701 NEW JERSEY AVENUE • WILDWOOD, NJ 08260

PHONE: 609-854-3311 • FAX: 609-854-4323

December 9, 2025

VIA EMAIL

Gary Douglass, Superintendent  
Township of Lower Public Works Department  
2600 Bayshore Road  
Villas, NJ 08251

**Re: Township of Lower, Cape May County, NJ  
Resurfacing of Various Streets – Diamond Beach  
Survey and Engineering Phase  
D&A File #: LT-C-072**

Dear Mr. Douglass:

**DeBlasio & Associates, P.C.** is pleased to provide this proposal to provide our professional engineering and survey services for the **Resurfacing of Various Streets – Diamond Beach- Survey and Engineering Phase**.

The proposed work includes milling and paving the roadway on four (4) streets in the Diamond Beach area of the Township, specifically:

1. Madison Avenue – Seaview Avenue to Pacific Avenue
2. Atlantic Avenue – Seapointe Boulevard to Township Boundary with Wildwood Crest Borough
3. Austin Avenue – Street End to Pacific Avenue
4. Richmond Avenue – Park Boulevard to Pacific Avenue

The proposed work also includes minor drainage improvements on Madison Avenue. Based on our analysis, the engineer's estimate of construction cost is \$588,258.00.

➤ <b>Engineering &amp; Survey Phase Cost:</b>	<b>\$49,000.00</b>
• Survey and Base Mapping	
• Design Plans and Specifications	
• Public Bidding Procurement	

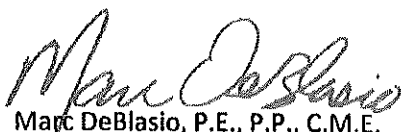
<b>Total Professional Service Fee:</b>	<b>\$49,000.00</b>
--	--------------------

Enclosed please find one (1) copy of the project location map and the engineers estimate for your reference. Please note that this proposal does not include any construction phase services. Our office can provide a proposal for these services upon request.

Upon your authorization, we are prepared to begin work immediately on the Township's **Resurfacing of Various Streets – Diamond Beach- Survey and Engineering Phase.**

Should you have any questions or require any additional information, please do not hesitate to contact me or Andrew McTague at our office. Thank you for the opportunity to submit this proposal.

Very truly yours,  
**DeBlasio & Associates, P.C.**

A handwritten signature in cursive script, appearing to read "Marc DeBlasio".

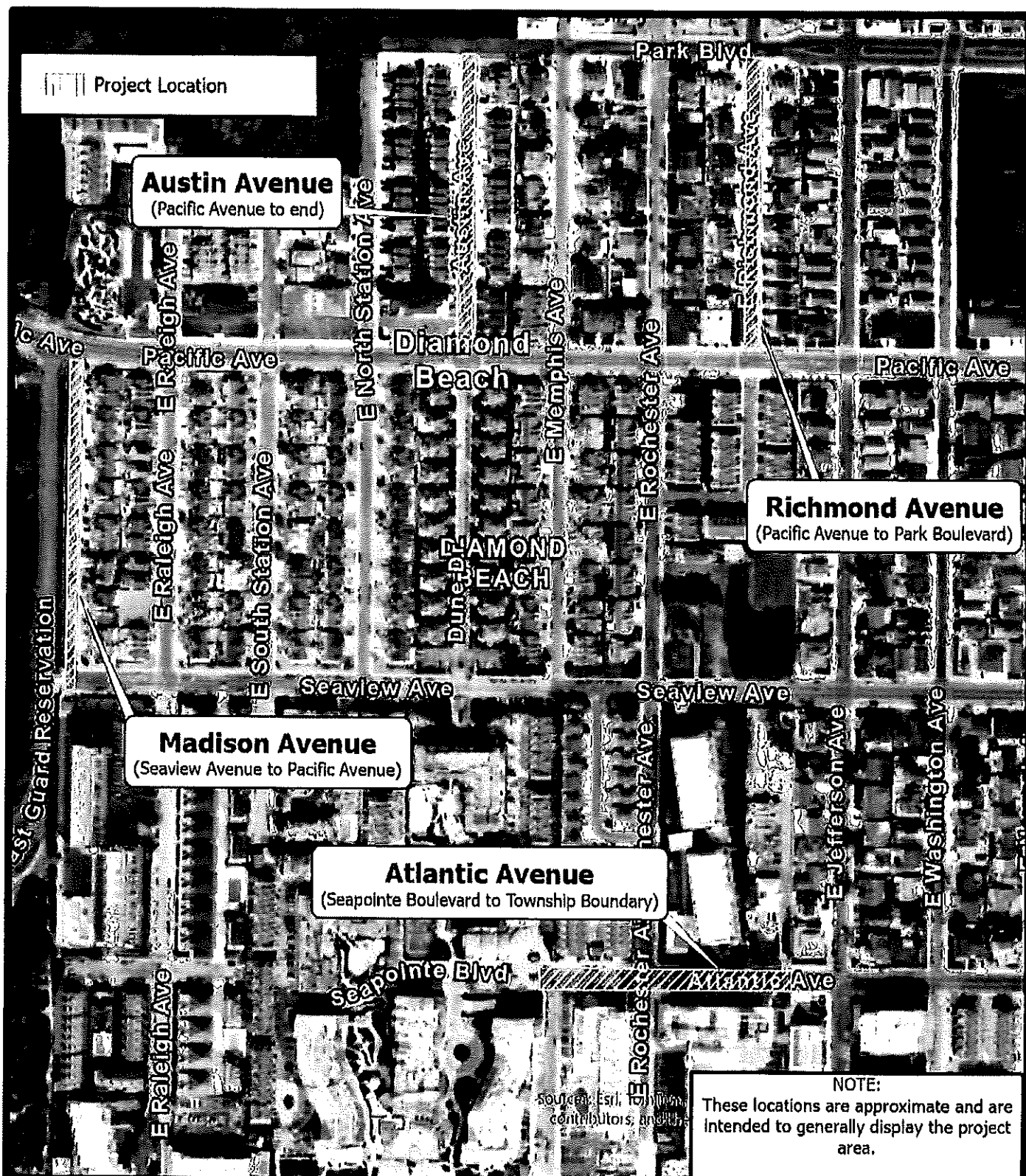
Marc DeBlasio, P.E., P.P., C.M.E.

President

T: 609-854-3311

Marc@deblasioassoc.com

cc: Mayor Frank Sippel (via email)  
Michael Laffey, Manager (via email)  
Margaret Vitelli, QPA (via email)  
Julie Picard, Clerk (via email)  
Karen Fournier, Deputy Clerk (via email)  
Finance (via email)  
Andrew McTague (via email)



# **Project Location Map**

Lower Township, Cape May  
County, New Jersey

Date:  
12/8/2025

DRAWN:  
ACM

LT-C-072  
Resurfacing of Various  
Streets - Diamond  
Beach

1 INCH = 300 FE

**DeBLASIO &  
ASSOCIATES**  
ENGINEERS, SURVEYORS AND PLANNERS



**ENGINEER'S CONSTRUCTION COST ESTIMATE**

**Client:** Lower Township

**Date:** December 9, 2025

**Project Name:**

Resurfacing of Various Streets

Atlantic Ave (Seapointe Blvd to E Jefferson Ave)

Madison Ave (Pacific Ave to Seaview Ave)

Austin Ave (Dead End to Pacific Ave)

East Richmond Ave (Park Blvd to Pacific Ave)

**D&A Project #:** LT-C-072

#	DESCRIPTION	UNITS	PLAN QUANTITY	IF & WHERE DIRECTED	CONTRACT QUANTITY	EST. UNIT PRICE	BID AMOUNT
1	TRAFFIC CONTROL	LUMP SUM	LUMP SUM	0	LUMP SUM	\$10,000.00	\$10,000.00
2	CLEARING SITE	LUMP SUM	LUMP SUM	0	LUMP SUM	\$30,000.00	\$30,000.00
3	FUEL PRICE ADJUSTMENT	DOLLAR	1,000	0	1,000	\$1.00	\$1,000.00
4	ASPHALT PRICE ADJUSTMENT	DOLLAR	2,000	0	2,000	\$1.00	\$2,000.00
5	SELECT FILL	C.Y.	100	0	100	\$15.00	\$1,500.00
6	HMA MILLING, 3" OR LESS	S.Y.	9,550	0	9,550	\$6.00	\$57,300.00
7	HOT MIX ASPHALT SURFACE COURSE, MIX 9.5M64, 2" THICK	TON	1,350	0	1,350	\$125.00	\$168,750.00
8	CONCRETE ROLLED CURB	L.F.	1,000	0	1,000	\$50.00	\$50,000.00
9	8" X 18" CONCRETE VERTICAL CURB	L.F.	300	0	300	\$40.00	\$12,000.00
10	CONCRETE GUTTER, 8" THICK	L.F.	1,000	0	1,000	\$40.00	\$40,000.00
11	CONCRETE SIDEWALK, 4" THICK	S.Y.	205	0	205	\$200.00	\$41,000.00
12	CONCRETE DRIVEWAY, 6" THICK	S.Y.	350	0	350	\$200.00	\$70,000.00
13	INLET, TYPE A	UNIT	1	0	1	\$7,000.00	\$7,000.00
14	12" POLYVINYL CHLORIDE (PVC) STORM SEWER MAIN	L.F.	200	0	200	\$140.00	\$28,000.00
15	TRAFFIC MARKINGS LINES, THERMOPLASTIC - 6"	L.F.	535	0	535	\$8.00	\$4,280.00
16	TRAFFIC MARKINGS LINES, THERMOPLASTIC - 12"	L.F.	125	0	125	\$14.00	\$1,750.00
17	TRAFFIC MARKINGS LINES, THERMOPLASTIC - 24"	L.F.	270	0	270	\$20.00	\$5,400.00
18	CLEAN AND TELEWISE STORM SEWER MAIN	L.F.	600	0	600	\$8.00	\$4,800.00

**TOTAL ESTIMATED CONSTRUCTION COST:** \$534,780.00

**10% CONTINGENCY:** \$53,478.00

**TOTAL ESTIMATED CONSTRUCTION COST WITH 10% CONTINGENCY:** \$588,258.00

The above cost estimate is an approximation of the probable construction cost based upon recent bid prices and assumes that the Contractor will pay wages on this project in conformance with the New Jersey Prevailing Wage Rate Act and Federal Davis Bacon Wage Act. DeBlasio & Associates, P.C. cannot and does not guarantee that proposals, bids or actual costs will not vary from these opinions of probable costs.

Prepared by:



Marc DeBlasio, P.E., Borough Engineer

12/9/2025

Date

# DEBLASIO & ASSOCIATES

ENGINEERS, SURVEYORS AND PLANNERS

## ENGINEER'S CONSTRUCTION COST ESTIMATE

Client: Lower Township

Date: December 9, 2025

Project Name:

Resurfacing of Various Streets

Atlantic Ave(Seapointe Blvd to E Jefferson Ave)

D&A Project #: LT-C-072

#	DESCRIPTION	UNITS	PLAN QUANTITY	IF & WHERE DIRECTED	CONTRACT QUANTITY	EST. UNIT PRICE	BID AMOUNT
1	TRAFFIC CONTROL	LUMP SUM	LUMP SUM	0	LUMP SUM	\$0.00	\$0.00
2	CLEARING SITE	LUMP SUM	LUMP SUM	0	LUMP SUM	\$0.00	\$0.00
3	FUEL PRICE ADJUSTMENT	DOLLAR	0	0	0	\$1.00	\$0.00
4	ASPHALT PRICE ADJUSTMENT	DOLLAR	0	0	0	\$1.00	\$0.00
5	HMA MILLING, 3" OR LESS	S.Y.	2,900	0	2,900	\$6.00	\$17,400.00
6	HOT MIX ASPHALT SURFACE COURSE, MIX 9.5M64, 2" THICK	TON	400	0	400	\$125.00	\$50,000.00
7	8" X 18" CONCRETE VERTICAL CURB	L.F.	100	0	100	\$40.00	\$4,000.00
8	CONCRETE SIDEWALK, 4" THICK	S.Y.	50	0	50	\$200.00	\$10,000.00
9	CONCRETE DRIVEWAY, 6" THICK	S.Y.	25	0	25	\$200.00	\$5,000.00
10	TRAFFIC MARKINGS LINES, THERMOPLASTIC - 6"	L.F.	265	0	265	\$8.00	\$2,120.00
11	TRAFFIC MARKINGS LINES, THERMOPLASTIC - 24"	L.F.	160	0	160	\$20.00	\$3,200.00

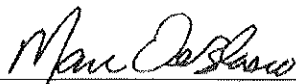
TOTAL ESTIMATED CONSTRUCTION COST: \$91,720.00

10% CONTINGENCY: \$9,172.00

TOTAL ESTIMATED CONSTRUCTION COST WITH 10% CONTINGENCY: \$100,892.00

The above cost estimate is an approximation of the probable construction cost based upon recent bid prices and assumes that the Contractor will pay wages on this project in conformance with the New Jersey Prevailing Wage Rate Act and Federal Davis Bacon Wage Act. DeBlasio & Associates, P.C. cannot and does not guarantee that proposals, bids or actual costs will not vary from these opinions of probable costs.

Prepared by:



12/9/2025

Marc DeBlasio, P.E., Borough Engineer

Date



**ENGINEER'S CONSTRUCTION COST ESTIMATE**

Client: Lower Township

Date: December 9, 2025

Project Name:

Resurfacing of Various Streets

Madison Ave (Pacific Ave to Seaview Ave)

D&A Project #: LT-C-072

#	DESCRIPTION	UNITS	PLAN QUANTITY	IF & WHERE DIRECTED	CONTRACT QUANTITY	EST. UNIT PRICE	BID AMOUNT
1	TRAFFIC CONTROL	LUMP SUM	LUMP SUM	0	LUMP SUM	\$0.00	\$0.00
2	CLEARING SITE	LUMP SUM	LUMP SUM	0	LUMP SUM	\$0.00	\$0.00
3	FUEL PRICE ADJUSTMENT	DOLLAR	0	0	0	\$1.00	\$0.00
4	ASPHALT PRICE ADJUSTMENT	DOLLAR	0	0	0	\$1.00	\$0.00
5	SELECT FILL	C.Y.	100	0	100	\$15.00	\$1,500.00
6	HMA MILLING, 3" OR LESS	S.Y.	2,000	0	2,000	\$6.00	\$12,000.00
7	HOT MIX ASPHALT SURFACE COURSE, MIX9.5M64, 2" THICK	TON	250	0	250	\$125.00	\$31,250.00
8	CONCRETE ROLLED CURB	L.F.	1,000	0	1,000	\$50.00	\$50,000.00
9	CONCRETE GUTTER, 8" THICK	L.F.	1,000	0	1,000	\$40.00	\$40,000.00
10	CONCRETE SIDEWALK, 4" THICK	S.Y.	55	0	55	\$200.00	\$11,000.00
11	CONCRETE DRIVEWAY, 6" THICK	S.Y.	85	0	85	\$200.00	\$17,000.00
12	INLET, TYPE A	UNIT	1	0	1	\$7,000.00	\$7,000.00
13	12" POLYVINYL CHLORIDE (PVC) STORM SEWER MAIN	L.F.	200	0	200	\$140.00	\$28,000.00
14	TRAFFIC MARKINGS LINES, THERMOPLASTIC - 6"	L.F.	45	0	45	\$8.00	\$360.00
15	TRAFFIC MARKINGS LINES, THERMOPLASTIC - 12"	L.F.	75	0	75	\$14.00	\$1,050.00
16	TRAFFIC MARKINGS LINES, THERMOPLASTIC - 24"	L.F.	30	0	30	\$20.00	\$600.00
17	CLEAN AND TELEVIEW STORM SEWER MAIN	L.F.	600	0	600	\$8.00	\$4,800.00


**TOTAL ESTIMATED CONSTRUCTION COST:** \$204,560.00

**10% CONTINGENCY:** \$20,456.00

**TOTAL ESTIMATED CONSTRUCTION COST WITH 10% CONTINGENCY:** \$225,016.00

The above cost estimate is an approximation of the probable construction cost based upon recent bid prices and assumes that the Contractor will pay wages on this project in conformance with the New Jersey Prevailing Wage Rate Act and Federal Davis Bacon Wage Act. DeBlasio & Associates, P.C. cannot and does not guarantee that proposals, bids or actual costs will not vary from these opinions of probable costs.

Prepared by:



12/9/2025

Marc DeBlasio, P.E., Borough Engineer

Date

**ENGINEER'S CONSTRUCTION COST ESTIMATE**

**Client:** Lower Township

**Date:** December 9, 2025

**Project Name:**

Resurfacing of Various Streets

Austin Ave (Dead End to Pacific Ave)

**D&A Project #:** LT-C-072

#	DESCRIPTION	UNITS	PLAN QUANTITY	IF & WHERE DIRECTED	CONTRACT QUANTITY	EST. UNIT PRICE	BID AMOUNT
1	TRAFFIC CONTROL	LUMP SUM	LUMP SUM	0	LUMP SUM	\$0.00	\$0.00
2	CLEARING SITE	LUMP SUM	LUMP SUM	0	LUMP SUM	\$0.00	\$0.00
3	FUEL PRICE ADJUSTMENT	DOLLAR	0	0	0	\$1.00	\$0.00
4	ASPHALT PRICE ADJUSTMENT	DOLLAR	0	0	0	\$1.00	\$0.00
5	HMA MILLING, 3" OR LESS	S.Y.	2,300	0	2,300	\$6.00	\$13,800.00
6	HOT MIX ASPHALT SURFACE COURSE, MIX 9.5M64, 2" THICK	TON	350	0	350	\$125.00	\$43,750.00
7	8" X 18" CONCRETE VERTICAL CURB	L.F.	100	0	100	\$40.00	\$4,000.00
8	CONCRETE SIDEWALK, 4" THICK	S.Y.	50	0	50	\$200.00	\$10,000.00
9	CONCRETE DRIVEWAY, 6" THICK	S.Y.	180	0	180	\$200.00	\$36,000.00
10	TRAFFIC MARKINGS LINES, THERMOPLASTIC - 6"	L.F.	75	0	75	\$8.00	\$600.00
11	TRAFFIC MARKINGS LINES, THERMOPLASTIC - 12"	L.F.	20	0	20	\$14.00	\$280.00
12	TRAFFIC MARKINGS LINES, THERMOPLASTIC - 24"	L.F.	35	0	35	\$20.00	\$700.00

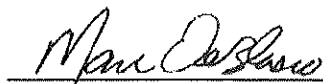
**TOTAL ESTIMATED CONSTRUCTION COST:** \$109,130.00

**10% CONTINGENCY:** \$10,913.00

**TOTAL ESTIMATED CONSTRUCTION COST WITH 10% CONTINGENCY:** \$120,043.00

The above cost estimate is an approximation of the probable construction cost based upon recent bid prices and assumes that the Contractor will pay wages on this project in conformance with the New Jersey Prevailing Wage Rate Act and Federal Davis Bacon Wage Act. DeBlasio & Associates, P.C. cannot and does not guarantee that proposals, bids or actual costs will not vary from these opinions of probable costs.

Prepared by:



12/9/2025

Marc DeBlasio, P.E., Borough Engineer

Date

**ENGINEER'S CONSTRUCTION COST ESTIMATE**

**Client:** Lower Township

**Date:** December 9, 2025

**Project Name:**

Resurfacing of Various Streets

East Richmond Ave (Park Blvd to Pacific Ave)

**D&A Project #:** LT-C-072

#	DESCRIPTION	UNITS	PLAN QUANTITY	IF & WHERE DIRECTED	CONTRACT QUANTITY	EST. UNIT PRICE	BID AMOUNT
1	TRAFFIC CONTROL	LUMP SUM	LUMP SUM	0	LUMP SUM	\$0.00	\$0.00
2	CLEARING SITE	LUMP SUM	LUMP SUM	0	LUMP SUM	\$0.00	\$0.00
3	FUEL PRICE ADJUSTMENT	DOLLAR	0	0	0	\$1.00	\$0.00
4	ASPHALT PRICE ADJUSTMENT	DOLLAR	0	0	0	\$1.00	\$0.00
5	HMA MILLING, 3" OR LESS	S.Y.	2,350	0	2,350	\$6.00	\$14,100.00
6	HOT MIX ASPHALT SURFACE COURSE, MIX 9.5M64, 2" THICK	TON	350	0	350	\$125.00	\$43,750.00
7	8" X 18" CONCRETE VERTICAL CURB	L.F.	100	0	100	\$40.00	\$4,000.00
8	CONCRETE SIDEWALK, 4" THICK	S.Y.	50	0	50	\$200.00	\$10,000.00
7	CONCRETE DRIVEWAY, 6" THICK	S.Y.	60	0	60	\$200.00	\$12,000.00
8	TRAFFIC MARKINGS LINES, THERMOPLASTIC - 6"	L.F.	150	0	150	\$8.00	\$1,200.00
9	TRAFFIC MARKINGS LINES, THERMOPLASTIC - 12"	L.F.	30	0	30	\$14.00	\$420.00
10	TRAFFIC MARKINGS LINES, THERMOPLASTIC - 24"	L.F.	45	0	45	\$20.00	\$900.00


**TOTAL ESTIMATED CONSTRUCTION COST:** \$86,370.00

**10% CONTINGENCY:** \$8,637.00

**TOTAL ESTIMATED CONSTRUCTION COST WITH 10% CONTINGENCY:** \$95,007.00

The above cost estimate is an approximation of the probable construction cost based upon recent bid prices and assumes that the Contractor will pay wages on this project in conformance with the New Jersey Prevailing Wage Rate Act and Federal Davis Bacon Wage Act. DeBlasio & Associates, P.C. cannot and does not guarantee that proposals, bids or actual costs will not vary from these opinions of probable costs.

Prepared by:



12/9/2025

Marc DeBlasio, P.E., Borough Engineer

Date

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2025-411

Title: **AWARDING A COMPETITIVE CONTRACT TO TD BANK FOR BANKING SERVICES FOR THE TOWNSHIP OF LOWER 2026-2027-2028 WITH (2) TWO (1) YEAR EXTENSION OPTIONS**

**WHEREAS**, as per N.J.S.A. 40A:11-4.3 on October 6, 2025 Township Council authorized by Resolution #2025-328 to allow the QPA to advertise and receive Competitive Contract Proposals for Banking Services for the Township of Lower; and

**WHEREAS**, a Competitive Contract for a Banking Services was advertised on October 15, 2025 and accepted on December 5, 2025 at 11:00 a.m. the Township received Five (5) bids; and

**WHEREAS**, a Banking Service Evaluation Committee was established, all proposals and documents were thoroughly reviewed and after thorough consideration and recommends TD Bank to provide the Township with the Banking Services effective January 1, 2026 for a term: 2026-2027-2028 with (2) Two (1) One Year extension options.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that the following contract is hereby awarded:

**AWARD TO:** **TD BANK**  
**Contract Term: 2026-2027-2028 with 2 (Two) 1 (One) Year Option**  
**Effective January 5, 2026**

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD		X	X			
WAREHAM			X			
ROY			X			
COOMBS						X
SIPPEL	X		X			

I, Karen S. Fournier, Deputy Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on December 15, 2025.

  
Karen S. Fournier, Deputy Township Clerk

# Recommendation to Award Banking Services to TD Bank

Date: 12/15/2025

To: Mayor, Council, Business Administrator, and Borough Clerk

We receive five proposals for banking services. The Evaluation Committee carefully evaluated all submissions based on criteria such as qualifications and experience, interest rate, service quality, fees, technology offerings, and overall capacity to meet the Borough's requirements. TD Bank has emerged as the preferred choice.

TD Bank's proposed interest rate is 3.25% which based on the Federal Fund Index Rate of 4.0% less .75%. Last year's average interest rate was 3.01%. Based on last year's interest income we can expect to yield approximately \$33,000 more. TD Bank's also pays for the armored car service.

I recommend that the banking services contract be awarded to TD Bank.

Please let me know if you have any questions or need further details regarding the evaluation process.

Sincerely,

Jim Craft

Chief Financial Officer

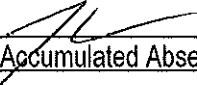
TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2025-412

Title: AUTHORIZING PAY OUT OF TERMINAL LEAVE

WHEREAS, the employee listed below has retired from the Township and is entitled to payment for accumulated vacation, sick and compensatory and personal time; and

WHEREAS, it is necessary to obtain authorization for any salary and wage disbursement to a Township employee that is not specified in the salary ordinance; and


WHEREAS, it has been determined by the Township Treasurer as evidenced by signature  that adequate funding is available for accumulated time in the dedicated line item "Reserved for Accumulated Absences".

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that a revised payment due to Kevin Lewis in the amount of \$ 72,303.90 is authorized and chargeable to the Reserve for Accumulated Absences.

BE IT FURTHER RESOLVED that the funds shall be disbursed in one payment of \$56,000.00 in 2025 and one payment of \$16,303.90 in 2026.

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD		X	X			
WAREHAM			X			
ROY			X			
COOMBS						X
SIPPEL	X		X			

I, Karen S. Fournier, Deputy Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on December 15, 2025.

  
Karen S. Fournier, Deputy Township Clerk

Lewis, Kevin

TOWNSHIP OF LOWER  
RETIREMENT PAYOUT ANALYSIS  
DATE:

EMPLOYEE: Lewis, Kevin  
DATE OF RETIREMENT 1/1/2026  
DATE OF PAYMENT:  
RESOLUTION #:

Annual Salary:	\$188,894.00
Hourly Rate:	\$90.8144

TERMINAL LEAVE:			
	Hours	Rate	Total
Comp	0.00	90.81	0.00
Personal	48.00	90.81	4,359.09
Sick	822.75	90.81	15,000.00
Vacation	583.00	90.81	52,944.81
Holiday	0.00	90.81	0.00
College Credits			
Terminal Leave Payout			\$72,303.90

2025 2026  
\$56,000.00 \$ 16,303.90

	(A)	(B)	(C)	(B * C) (D)	(E)	A + D - E (F)
	Carryover	Annual	52/52	Prorated Time Due	Time Used	Hours to be paid
Comp	53.50			53.50	45.50	0.00
Personal	0.00	48.00	1.00	48.00	0.00	48.00
Sick	1,147.25	120.00	1.00	120.00	444.50	822.75
Vacation	279.00	304.00	1.00	304.00	0.00	583.00
Holidays						0.00

Not Eligible for payout  
\$15,000 Max

(included in Vacation)

Accrual and time used are current 11/29/2025

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Treasurer's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2025-413

Title: AUTHORIZATION FOR THE PAYOUT OF ACCUMULATED SICK TIME

**WHEREAS**, the employees listed on the attached schedule have accrued sick time due from the Township and per union contract the Township will at the employee's request, annually buy back a maximum of five (5) days of unused sick leave in December of any year, from employees who have not used more than the number of sick days as determined in their union contracts; and

**WHEREAS**, it is necessary to obtain authorization for any salary and wage disbursement to a Township employee that is not specified in the salary ordinance; and

**WHEREAS**, it has been determined by the Township Treasurer as evidenced by signature \_\_\_\_\_ that adequate funding is available for such payment in the 2025 budget for Salaries and Wages.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that payment to the employees listed on the attached schedule not to exceed the amount of **\$18,620.10** is authorized and chargeable to the 2025 Budget:

	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
CONRAD		X	X			
WAREHAM			X			
ROY			X			
COOMBS						X
SIPPEL	X		X			

I, Karen S. Fournier, Deputy Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on December 15, 2025.

  
Karen S. Fournier, Deputy Township Clerk



<b>Employee</b>	<b>Budget Distribution</b>	<b>Hours</b>	<b>Hourly Rate</b>	<b>Total</b>
Colleen Crippen	4-01-20-130-101	35	62.293	\$ 2,180.26
Bill Galestok	4-01-20-170-101	35	68.418	\$ 2,394.63
Rocco Sansone	4-01-28-370-111	40	18.96	\$ 758.40
Linda Thomas	4-01-26-305-175	35	39.997	\$ 1,399.90
Gary Douglass	4-01-26-305-175	40	68.38	\$ 2,735.20
Robert Thomas III	4-01-26-305-155	40	41.8211	\$ 1,672.84
Robert Bailey Jr	4-01-26-305-155	40	40.836	\$ 1,633.44
Tim Fairman	4-01-26-305-127	40	34.0023	\$ 1,360.09
Joseph Rementer	4-01-26-305-127	40	40.5288	\$ 1,621.15
Raymond Garrison	4-01-26-305-195	40	36.6704	\$ 1,466.82
John Maccarter	4-01-26-305-101	40	34.9343	\$ 1,397.37
		425	Grand Total	\$ 18,620.10

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2025-414

Title: A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH AMERICAN BOUNCE FOR THE PROVISION OF RECREATIONAL AMENITIES AT LOWER TOWNSHIP NEW YEARS EVE PARTY ON DECEMBER 31, 2025

WHEREAS, Lower Township's New Years Eve Party is an annual community event hosted by the Township of Lower; and

WHEREAS, the 2025 New Years Eve Party is scheduled to take place on December 31, 2025 in the Lower Township Recreation Center; and

WHEREAS, the Township of Lower has a desire to hire a company for the provision of rides and inflatables for this event for utilization by the general public, specifically the youth; and

WHEREAS, American Bounce has provided a quote in the amount of \$3,999.00; and

WHEREAS, the CFO has certified the availability of funds as evidenced by his signature below:

Appropriation:

1-30-420-255/28-370-200

Signature:

  
James Craft, CFO

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey that the Mayor is hereby authorized to execute an Agreement with American Bounce for the provision of rides and inflatables in connection with the December 31, 2025 event.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD		X	X				
WAREHAM			X				
ROY			X				
COOMBS							X
SIPPEL	X		X				

I, Karen S. Fournier, Deputy Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on December 15, 2025.

  
Karen S. Fournier, Deputy Township Clerk

# American Bounce

PO Box 28  
Norma, NJ 08347  
856-696-3695

## **\*\*Rental Agreement\*\***

Rental Date: 12/31/25 Deposit: \$0.00 Balance Due: \$3999.00  
Name: Lower Township Address: 2600 Bayshore Rd. #1 Villas, NJ 08251  
Start time: 6:00 pm End time: 9:00 pm  
Signature: \_\_\_\_\_ Delivered by: \_\_\_\_\_

## **Inflatables**

1. Equipment, Rent and terms of rental agreement: The undersigned as lessee, hires from American Bounce as lessor, one All-in-One Sports Bounce unit, id # \_\_\_\_\_ Blower # \_\_\_\_\_ The Rental fee as stated above is payable in advance from the time of commencement.

2. DELIVERY: To the street address specified above by lessee (customer). Lessee grants lessor right to enter the property at said address (delivery Address) for the delivery and subsequent pick up of the Bounce house at the specified time.

3. TRANSPORTATION EXPENSE: Except as provided herein all charges in delivering and subsequent pick up of the Bounce house with respect to the Delivery Address are included in the Rental Fee noted above. In the event that the Bounce house is not returned at the appointed time by Lessee to Lessor then \$50. Transportation Fee shall be automatically imposed.

4. GENERAL RULES TO FOLLOW DURING USE OF THE Bounce house:

**\*\* American Bounce is fully responsible for the setup, care, and operations of all rides. \*\***

NJ #09547 Animal Kingdom  
NJ #10803 Tiki Island  
NJ #09479 Meltdown  
NJ #09842 Jr. Arctic Plunge

Permit # I-16349  
Permit # I-16353  
Permit # A-16415  
Permit # I-16413

5. SPECIAL INSTRUCTIONS: The Bounce house's equipment is reliable. Should the Bounce house begin to deflate: (1) The motor may have stopped, in Which case, check the cord connection at the outlet near the motor, and remember to keep only the 100 foot extension cord-for blockage, and check both tubes at the back of the Bounce house for snugness; re-tie if necessary. (3) If you can not correct the problem call 856-696-3695 or 856-297-9297..

6. ALTERATIONS AND ATTACHMENTS: No alteration in or attachments to the unit will be made without prior written approval of Lessors.

7. TITLE TO: Lessee agrees to keep the Bounce house in their custody not to sublease, rent, sell, remove from the Delivery Address, or otherwise transfer such Bounce house. The Bounce House will remain the property of the Lessor and may be removed by Lessor at any time after the termination of this Rental Agreement.

8. ENTIRE AGREEMENT: The Rental Agreement constitutes the full agreement between Lessor and Lessee. Time is of the essence in this Rental Agreement. The receipt of the Bounce house that is the subject of this Rental Agreement is in good working order and repair and this is so acknowledged by Lessee.

9. RAIN POLICY: DURING PERIODS OF SEVERE WEATHER CONDITIONS (I.E. RAIN. HIGH WINDS. ETC). WE RESERVE THE RIGHT TO CANCEL YOUR RESERVATIONS. IF CONDITIONS

ARE NOT TOO SEVERE WE WILL GIVE YOU THE OPTION OF KEEPING THE UNIT OR NOT. IF YOU DECIDE TO KEEP THE UNIT THERE WILL BE NO REFUNDS.

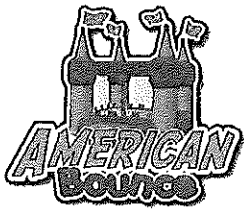
LESSOR : Chant D. H. date 12/8/25  
Authorized Representative for AMERICAN BOUNCE

By my signature, I accept the terms of this RENTAL AGREEMENT.

LESSEE : [Signature] date 12/15/25

Print Frank Sippel Mayor.

WE ARE DETERMINED TO PROVIDE THE BEST SERVICE. IT IS THE DRIVER'S RESPONSIBILITY TO MAKE SURE THE JUMP IS PROPERLY SPIKED DOWN AND IN REASONABLY CLEAN CONDITIONS. IF YOU FEEL THAT THE DRIVER HAS NOT DONE A SATISFACTORY JOB IN SETTING UP THE UNIT . PLEASE CALL US IMMEDIATELY. 856-899-7861



# American Bounce

PO Box 28  
Norma, NJ 08347  
856-696-3695

## Invoice

Date	Invoice No.
12/31/25	5902

AmericanBounceNJ@gmail.com

Bill To
Lower Township Recreation Department 2600 Bayshore Rd. Villas, NJ 08251

R.O. Number

Terms

Ship To
Freeman Douglass Park 677 Route 9 Erma, NJ 08204

Item	Description	Quantity	Rate	Amount
MELT	Meltdown	1		0.00
MELT	Meltdown - extra hour	1		0.00
TIKI ISLAND	Tiki Island Interactive Bounce	1		0.00
animal	Animal Kingdom Playland	1		0.00
ARCTIC	Jr. Arctic Plunge Double-lane (Dry) Slide	1		0.00
GENERATOR	Generator	2		0.00
DELIVERY	Delivery Surcharge - Outside of Area	1		0.00
ATTENDANT	Attendants for all units			0.00
PACKAGE	Package Price Event 6:00 pm - 9:00 pm	1	3,999.00	3,999.00

Terms and Conditions: American Bounce agrees to provide the services at the location, time and price as stated above in this agreement. This agreement is binding at the time it is signed and returned back to American Bounce. It is understood and agreed that should American Bounce become unable to fulfill any or all of the obligations of the contract by reason of accident, fire, catastrophe, state of emergency, weather, mechanical breakdown or Act of God, the performance of said obligation of American Bounce may be delayed, interrupted or excused. Cancellation by client must take place within 24 hours of the event start time in order to receive a full or partial refund. American Bounce will accommodate rain dates but does not hold or guarantee any specific equipment. Unavailable item(s) will be replaced with something comparable in price.

Subtotal	\$3,999.00
Sales Tax (6.625%)	\$0.00
Total	\$3,999.00
Payments/Credits	\$0.00
Balance Due	\$3,999.00

Customer Signature [Signature] Date 12-15-2025

**AMUSEMENT RIDES**  
**HOLD HARMLESS AGREEMENT**

Between the Borough/Township/City/County of Lower  
and Horner Enterprises, dba American Bounce (Contractor).

**WITNESSETH:**

1. Dan Horner of American Bounce (Contractor) agrees to release, indemnify and hold harmless the Borough/Township/City/County of Lower from and against any loss, damage or liability, including attorneys' fees and expenses incurred by the latter entities and their respective employees, agents, volunteers or other representatives arising out of or in any manner relating to the installation, operation, use, or disassembly of any amusement ride equipment or device and/or the supervision thereof.

2. The applicant has furnished the Certificate of Insurance with limits of liability described below:

Workers Compensation/Employers Liability: \_\_\_\_\_

General Liability: \_\_\_\_\_

Automobile Liability: \_\_\_\_\_

Umbrella Liability: N/A

A true copy of the Certificate of Insurance is attached indicating the member entity and applicable associations, recreations or committees formed by the member entity to organize the "event" must be named as additional insured on all liability policies.

3. The facilities will be used for the following purpose and no other:

Event: New Year's Eve Party Date: 12/31/25 Rain Date: \_\_\_\_\_

Dated: 12/8/25 Signed: \_\_\_\_\_

Authorized Signature of the Contractor

Witness: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/05/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> First Commercial Insurance Agency P.O. Box 295  Cassadaga FL 32706		<b>CONTACT</b> NAME: Tony Cannizzaro PHONE (A/C, No, Ext): (386) 775-1781 E-MAIL ADDRESS: tony@firstcommfl.com FAX (A/C, No):	
<b>INSURED</b> Horner Enterprises LLC dba American Bounce 443 Almond Rd  Pitts Grove NJ 08318		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: BEAZLEY / CERTAIN UNDERWRITERS AT LLOYD INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 37540	

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Retroactive Date: 09/27/024 <input checked="" type="checkbox"/> 3 Year Extended Reporting Clau GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	ZISMB2828 01	09/27/2025	09/27/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> EXCESS LIAB DED RETENTION \$ OCCUR CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is named as additional insured regards the General Liability policy when required by written contract subject to the terms, conditions, and exclusions of the policy.

Event Date: 12/31/25

Event Location: 2600 Bayshore Road, Villas, NJ 08251

**CERTIFICATE HOLDER****CANCELLATION**

Lower Twp.  2600 Bayshore Rd. Villas NJ 08251	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Anthony Cannizzaro</i>
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# CERTIFICATE OF LIABILITY INSURANCE

ISSUING DATE (MM/DD/YYYY)

12/05/2025

THIS CERTIFICATE ISSUED IS FOR INFORMATION PURPOSES ONLY. IT PROVIDES NO RIGHTS TO THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, ALTER OR EXTEND COVERAGE PROVIDED BY THE POLICIES LISTED BELOW. THIS CERTIFICATE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE CARRIER AFFORDING COVERAGE AND THE CERTIFICATE HOLDER.

A STATEMENT ON THIS CERTIFICATE DOES NOT PROVIDE RIGHTS TO THE CERTIFICATE HOLDER FOR THE FOLLOWING UNLESS THE APPLICABLE ENDORSEMENTS ARE ATTACHED TO THE POLICY(IES) LISTED BELOW

ADDITIONAL INSURED/ALTERNATE EMPLOYER/WAIVER OF SUBROGATION/PRIMARY & NON-CONTRIBUTORY/NOTICE OF CANCELLATION: THE POLICY(IES) MUST HAVE THE NECESSARY ENDORSEMENT(S) TO MODIFY TERMS AND CONDITIONS.

**INSURED:**

AMERICAN BOUNCE  
See Additional Remarks Schedule  
443 ALMOND RD  
PITTSBURGH, NJ 08318

**INSURANCE CARRIER AFFORDING COVERAGE:**

NAIC #

GENERAL LIABILITY:

AUTO LIABILITY:

New Jersey Manufacturers Insurance Company

12122

UMBRELLA LIABILITY:

WORKERS COMP:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY PERIOD (MM/DD/YYYY) - (MM/DD/YYYY)	LIMITS OF INSURANCE
<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> GENERAL AGGREGATE LIMIT APPLIES: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOCATION			EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Each Occurrence) \$ MED EXP (Any One Person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODS - COMP/OPS AGG \$
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	B2963841 CAGM	05/21/2025 - 05/21/2026	COMBINED SINGLE LIMIT (Each accident) \$1,000,000 BODILY INJURY (Per Person) \$ BODILY INJURY (Per Accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
<b>UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> RETENTION \$			E.L. EACH ACCIDENT \$ E.L. DISEASE-EACH EMPLOYEE \$ E.L. DISEASE-POLICY LIMIT \$ PER STATUTE
<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?			

SEE ATTACHED ADDITIONAL REMARKS SCHEDULE FOR DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES

**CERTIFICATE HOLDER**

Lower Township  
2600 Bayshore Rd  
Villas, NJ 08251

**ADDITIONAL INSURED (IF APPLICABLE)**

ADDL INSURED OR ALTERNATE EMPLOYER	WAIVER OF SUBROGATION	PRIMARY & NON- CONTRIBUTORY
<input type="checkbox"/> CGL <input checked="" type="checkbox"/> AUTO <input type="checkbox"/> WC (ALT. EMPLOYER) <input type="checkbox"/> UMB	<input type="checkbox"/> CGL <input type="checkbox"/> AUTO <input type="checkbox"/> WC <input type="checkbox"/> UMB	<input type="checkbox"/> CGL <input type="checkbox"/> AUTO <input type="checkbox"/> N/A WC <input type="checkbox"/> UMB NON-CONTRIB

**CANCELLATION**

SHOULD ANY OF THE ABOVE CAPTIONED POLICIES BE CANCELLED, EITHER BY REQUEST OF THE INSURED OR CARRIER, PRIOR TO THE EXPIRATION DATE, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY TERMS, CONDITIONS & PROVISIONS

AUTHORIZED REPRESENTATIVE



## ADDITIONAL REMARKS SCHEDULE

<b>INSURED:</b> AMERICAN BOUNCE 443 ALMOND RD PITTSBURGH, NJ 08318	<b>INSURANCE CARRIER AFFORDING COVERAGE:</b>		<b>NAIC #</b>
	GENERAL LIABILITY:		
	AUTO LIABILITY:	New Jersey Manufacturers Insurance Company	12122
	UMBRELLA LIABILITY:		
	WORKERS COMP:		

SCHEDULE OF NAMED INSURED(S):		
POLICY NUMBER	LINE OF BUSINESS	NAMED INSURED
	Commercial General Liability	
82963841	Automobile Liability	AMERICAN BOUNCE, HORNER ENTERPRISES LLC
	Umbrella Liability	
	Workers Compensation And Employers' Liability	

**ADDITIONAL REMARKS:**

Event Location: Freeman Douglass Park 2600 Bayshore Road, Villas, NJ. 08251- Event 12/31/25

IT IS AGREED THAT ANY PERSON OR ORGANIZATION REQUIRED TO BE NAMED UNDER A WRITTEN CONTRACT OR WRITTEN AGREEMENT IS AN ADDITIONAL INSURED FOR LIABILITY COVERAGE UNDER THE TERMS OF THE REFERENCED POLICY, BUT INCLUSION OF SUCH INTEREST DOES NOT INCREASE THE LIMITS OF OUR LIABILITY.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/08/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> BIBERK P.O. Box 113247 Stamford, CT 06911		<b>CONTACT NAME:</b> <b>PHONE</b> (A/C, No, Ext): 844-472-0967 <b>FAX</b> (A/C, No): 203-654-3613 <b>E-MAIL ADDRESS:</b> customerservice@biBERK.com	
<b>INSURED</b> Horner Enterprises LLC American Bounce 443 Almond Rd Pittsgrove Township, NJ 08318		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: National Liability & Fire Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		<b>NAIC #</b> 20052	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ 0 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 0 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 0 GENERAL AGGREGATE \$ 0 PRODUCTS - COMP/OP AGG \$ 0
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	N9WC874024	04/07/2025	04/07/2026	X PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
	Professional Liability (Errors & Omissions): Claims-Made						Per Occurrence/ Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Exclusions: Dan Horner;  
Additional Named Insured: American Bounce

**CERTIFICATE HOLDER****CANCELLATION**

Lower Township  
2600 Bayshore Rd.  
Villas, NJ 08251

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY**

**RESOLUTION #2025-415**

**Title: AUTHORIZING THE SALE OF TOWNSHIP OF LOWER SURPLUS NO LONGER NEEDED  
FOR PUBLIC USE ON GOVDEALS ONLINE AUCTION WEBSITE**

**WHEREAS**, the Township of Lower has determined that the property described on Schedule A attached hereto is no longer needed for public use; and

**WHEREAS**, the Local Unit Technology Pilot Program and Study Act (P.L. 2001, c. 30) authorizes the sale of surplus personal property no longer needed for public use through the use of an online auction service; and

**WHEREAS**, the Township of Lower intends to utilize the online auction services of GovDeals located at [www.govdeals.com](http://www.govdeals.com); and sell the Township surplus property.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Lower, County of Cape May, State of New Jersey, that the Township of Lower is hereby authorized to utilize the online auction services of GovDeals located at [www.govdeals.com](http://www.govdeals.com); and sell the surplus property as indicated on Schedule A on an online auction website.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD		X	X				
WAREHAM			X				
ROY			X				
COOMBS							X
SIPPEL	X		X				

I, Karen S. Fournier, Deputy Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on December 15, 2025.

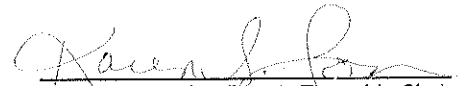
  
Karen S. Fournier, Deputy Township Clerk

Exhibit A	Resolution #2025-415 12/15/2025
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#3214	Mesh Back Office Chair
#1622	Task Chair
#4424	Drafting Stool/Chair
#0432	Chair

TOWNSHIP OF LOWER, COUNTY OF CAPE MAY, STATE OF NEW JERSEY

RESOLUTION #2025-416

Title: A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL SERVICES AGREEMENT FOR FIRE SUPPRESSION SERVICES WITH THE BOROUGH OF WILDWOOD CREST, THE WILDWOOD CREST VOLUNTEER FIRE COMPANY NO. 1 AND THE ERMA VOLUNTEER FIRE COMPANY, STATION 62, FIRE DISTRICT NO. 3

WHEREAS, the Township of Lower, the Borough of Wildwood Crest, the Wildwood Crest Volunteer Fire Company No. 1, and the Erma Volunteer Fire Company, Station 62, Fire District No. 3, are parties to an existing Interlocal Services Agreement for the provision of fire suppression services in Diamond Beach, which agreement expires on December 31, 2025; and

WHEREAS, all parties desire to renew the Interlocal Services Agreement for an additional three (3) year term, from January 1, 2026 through December 31, 2028, and have agreed upon the terms and conditions for the continued provision of fire suppression services as set forth in the Agreement attached hereto; and

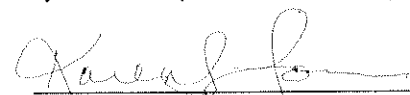
WHEREAS, the Township Council of the Township of Lower finds that entering into this Interlocal Services Agreement is in the best interest of the residents of the Township.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Lower, County of Cape May, State of New Jersey as follows:

1. The Interlocal Services Agreement between the Township of Lower, the Borough of Wildwood Crest, the Wildwood Crest Volunteer Fire Company No. 1, and the Erma Volunteer Fire Company, Station 62, Fire District No. 3, for the provision of fire suppression services in Diamond Beach for the term January 1, 2026 through December 31, 2028, is hereby approved.
2. The Mayor and Municipal Clerk are hereby authorized and directed to execute and enter into the Interlocal Services Agreement on behalf of the Township of Lower.
3. An executed copy of the Interlocal Services Agreement shall be provided to the Borough of Wildwood Crest, the Wildwood Crest Volunteer Fire Company No. 1, and the Erma Volunteer Fire Company, Station 62, Fire District No. 3.
4. A copy of this Resolution and the Interlocal Services Agreement shall be kept on file in the Office of the Township Clerk and made available for public inspection.

	MOTION	SECOND	AYE	NAY	RECUSE	ABSTAIN	ABSENT
CONRAD		X	X				
WAREHAM			X				
ROY			X				
COOMBS							X
SIPPEL	X		X				

I, Karen S. Fournier, Deputy Township Clerk of the Township of Lower, County of Cape May, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council at a meeting held on December 15, 2025.

  
Karen S. Fournier, Deputy Township Clerk

# **INTERLOCAL SERVICES AGREEMENT**

## **FIRE SUPPRESSION SERVICES**

BETWEEN **THE BOROUGH OF WILDWOOD CREST**  
AND **WILDWOOD CREST VOLUNTEER FIRE COMPANY NO. 1**  
AND **THE TOWNSHIP OF LOWER**  
AND **THE COMMISSIONERS OF FIRE DISTRICT NO. 3, TOWNSHIP OF LOWER, COUNTY OF CAPE MAY**

**THIS AGREEMENT** made on this 18 day of November, 2025, by and between **BOROUGH OF WILDWOOD CREST**, a municipal corporation of the State of New Jersey, having its principal place of business at 6101 Pacific Avenue, Wildwood Crest, New Jersey, 08260, hereinafter referred to as the "Borough", **WILDWOOD CREST VOLUNTEER FIRE COMPANY NO. 1**, having its principal place of business at 7100 Pacific Avenue, Wildwood Crest, New Jersey, 08260, hereinafter referred to as "Volunteer Fire Company", **TOWNSHIP OF LOWER**, a municipal corporation of the State of New Jersey, having its principal place of business at 2600 Bayshore Road, Villas, New Jersey, 08251, hereinafter referred to as the "Township", and **THE COMMISSIONERS OF FIRE DISTRICT NO. 3, TOWNSHIP OF LOWER, COUNTY OF CAPE MAY**, having its principal place of business at 415 Breakwater Road, Erma, New Jersey, 08204, hereinafter referred to as the "District".

**WHEREAS**, pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., the Borough, Volunteer Fire Company, Township and District desire to contract for the furnishing of fire protection services, and

**WHEREAS**, it is in the best interest of the citizens of both the Borough and the Township to enter into this joint agreement for the furnishing of fire protection services.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

- 1. FIRE SUPPRESSION SERVICES:** The current volunteer fire department known as Wildwood Crest Volunteer Fire Company No. 1 shall provide fire suppression services ONLY to the Township exclusively for the geographical area of the Township known as Diamond Beach. This shall include all areas of Diamond Beach from Richmond Avenue to the base of the bridge known as the Ocean Drive Bridge. This shall also include the geographical area of the Township which is located along Bayview Drive. The Borough, through the Volunteer Fire Company, shall be the initial response for all

fire calls and fire suppression services within the designated geographic location, and the Volunteer Fire Company will respond to all fire calls and fire suppression services in the same manner, utilizing the same equipment and manpower that the Volunteer Fire Co. currently utilizes in response to such calls within Wildwood Crest, and the District shall be required to also respond on site to all calls. After arriving on site, as soon as safe and reasonably practical, the Township's police, EMTs and the District will relieve all Wildwood Crest units that are on scene. The District and/or Township shall have all reporting and post-response obligations as to documentation, claims, reports, etc. It is expressly understood and agreed to by all parties hereto that the Borough shall not be required to provide EMT or police services or protection. All dispatch obligations shall be that of the Township. Borough shall have no responsibility or liability pertaining to dispatch operations or dispatch communications. This agreement does not include any services from Borough to Township for annual or other fire, life hazard, smoke detector or carbon monoxide inspections, all of which shall remain the sole responsibility of the Township of Lower and Bureau of Fire Safety.

**2. TERM OF AGREEMENT:** The term of this agreement shall be THREE (3) YEARS from January 1, 2026 to December 31, 2028. This agreement shall be cancelled by either party upon written notice to all parties of cancellation ninety (90) days prior to the requested cancellation date, except that Borough may terminate this agreement upon thirty (30) days written notice from Borough to all parties of nonpayment.

**3. CONSIDERATION/CONTRIBUTION FOR OPERATING EXPENSES:** The agreed-upon cost of providing said services shall be as follows:

Year 1:

\$48,750.00 on or before February 1, 2026

\$48,750.00 on or before August 1, 2026

Total Year 1 \$97,500

Year 2:

\$50,000.00 on or before February 1, 2027

\$50,000.00 on or before October 1, 2027

Total Year 2 \$100,000

Year 3:

\$51,250.00 on or before February 1, 2028

\$51,250.00 on or before October 1, 2028

Total Year 3 \$102,500

All funds are to be made payable to the Wildwood Crest Volunteer Fire Company No. 1.

**4. INSURANCE:** It is understood and agreed that the Borough and the Township are currently insured through the Atlantic County Municipal Joint Insurance Fund, and the District is currently insured through VFIS. The parties hereto agree, to the extent that it is necessary, each party will name the other as additional insured, if required for purposes of this Interlocal Services Agreement. Each party shall provide, if required, certificates of insurance setting forth coverage and naming the other party as additional insured, with a proviso that any such policies cannot be cancelled except upon sixty (60) days notice to the other party. In the event either party ceases to participate in its insurance program as is in effect on the date of this Agreement, such party shall provide alternative insurance comparable to the coverage in effect on the date of this Agreement, subject to the approval of the other party, which approval shall not be unreasonably withheld, conditioned or delayed.

**5. TERMINATION:** This agreement may be terminated upon three (3) months written notification by any party to all parties, in which event the parties agree to meet and resolve all issues associated with such termination. This agreement may also be terminated upon the default of any payments due hereunder, subject to Borough providing thirty (30) days written notice to all parties of said default and providing an opportunity to cure the default within the 30-day notice period. Should said default continue beyond the 30-day notice period, Borough shall be entitled to issue written notice to all parties of termination.

**6. NOTICE:** All notices pertaining to this agreement shall be made only in writing, duly authorized and signed by the parties' authorized representatives. All notices, statements or other documents required by this agreement shall be hand delivered, emailed, faxed or mailed to the following addresses:

For the Borough:	Director of Public Safety and Borough Clerk Borough of Wildwood Crest 6101 Pacific Avenue Wildwood Crest, NJ 08260
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For the Volunteer Fire Co.	Wildwood Crest Volunteer Company No. 1 7100 Pacific Avenue Wildwood Crest NJ 08260
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For the Township:	Mayor and Township Manager 2600 Bayshore Road Villas NJ 08251
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For the District:	Board of Commissioners Chairman P. O. Box 162
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7. **AMENDMENTS TO AGREEMENT:** Any modifications or changes to this agreement must be made in writing by mutual consent of the parties hereto and executed by all parties. Unless so modified or in the event of termination of the agreement pursuant to Paragraph 5 herein, all conditions and terms of this agreement shall be binding on the parties.

**IN WITNESS WHEREOF**, the parties affix their signatures to this Agreement, intending to be legally bound. If a party is a corporation, this Agreement is signed by its proper corporate officers and its corporate seal is affixed.

WITNESS:

\_\_\_\_\_

BOROUGH OF WILDWOOD CREST

By: \_\_\_\_\_  
Don Cabrara, Mayor

By: \_\_\_\_\_  
Patricia Feketics, Borough Clerk

WITNESS:

\_\_\_\_\_

WILDWOOD CREST VOLUNTEER FIRE  
COMPANY NO. 1

By: \_\_\_\_\_  
Joe Cortese, Chief

WITNESS:

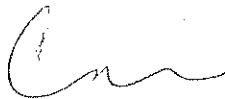
Dawn Bailey

TOWNSHIP OF LOWER

By: \_\_\_\_\_  
Frank Sippel, Mayor

By: \_\_\_\_\_  
Julie A. Picard, Clerk

WITNESS:

  
\_\_\_\_\_

THE COMMISSIONERS OF FIRE DISTRICT NO.  
3, TOWNSHIP OF LOWER, COUNTY OF CAPE  
MAY

By: \_\_\_\_\_

Denny Robertson, Chairman

By: \_\_\_\_\_

Steve Douglass, Secretary